



STATE OF NEW HAMPSHIRE

Department of Health and Human Services, Division of Economic and Housing Stability:

OnBase Enterprise Content Management Solution

RFP-2023-DEHS-04-ONBAS

RFP ISSUED:	April 6, 2022
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CONTRACT TYPE:	Not to Exceed
PROPOSALS DUE:	May 4, 2022 ET

STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC AND HOUSING STABILITY
RFP-2023-DEHS-04-ONBAS DoIT#2022-056 – OnBase Enterprise Content Management Solutions
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1.1. Executive Summary

1.1.1. Introduction

The Department of Health and Human Services’ Division of Economic and Housing Stability, Bureau of Child Support Services (BCSS) is releasing this Request for Proposal (“RFP”) to procure ongoing maintenance, support, and operation of the enterprise content management system, OnBase.

Project Overview/Justification: – The BCSS Enterprise Content Management Solution project sought and found a solution to streamline operations and related expenses by introducing document imaging to the State process. The principle objectives of the original project were to: enhance standardization of case processing, reduce reliance on paper, reduce photocopying, reduce time spent filing and retrieving files, make documents accessible from any office, provide for automated document retention management, provide a basis for moving to direct loading of data to the New England Child Support Enforcement System (NECSSES) from received documents, and provide a basis for further streamlining of business operations. The State seeks a vendor to continue ongoing maintenance, operations and enhancements and issue resolution. The State is not seeking new solutions to the current system at this time.

The State of NH seeks a vendor to support the current Enterprise Content Management System (OnBase). The vendor will provide ongoing maintenance, operations and enhancements, and issue resolution. The State is not seeking new solutions to the current system at this time.

1.1.2. Scope of Work (SOW) Overview

The Division of Economic and Housing Stability, BCSS seeks a vendor to perform ongoing maintenance and operations of the existing enterprise content management system OnBase. The selected vendor will be responsible for providing technical assistance, system patching, maintenance support, issue resolution, and system enhancements and upgrades as needed by the State of NH. These services will be available during normal business hours as well as on an as needed basis for emergencies to address issues with minimal disruption to staff.

1.2. Schedule of Events

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

SCHEDULE OF EVENTS	
EVENT	DATE & TIME (ET)
RFP Released to Vendors / Inquiry Period Begins (on or about)/	April 6, 2022

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Vendor Inquiry Period Ends (Final Inquiries due)	April 13, 2022
Final State Responses to Vendor Inquiries	April 27, 2022
Final Date and Time for Proposal Submission	May 4, 2022
Invitations for Oral Presentations	May 4, 2022
Vendor Presentations/Discussion Sessions/Interviews (Mandatory or Optional)	May 4, 2022
Estimated Date of Vendor Selection	May 18, 2022
Anticipated Governor and Council Approval	June 29, 2022
Anticipated Effective Contract Date	July 1, 2022

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2.1. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events, herein.

The Price Proposal must be labeled clearly and submitted separately from the Technical Proposal. Late submissions will not be accepted. Electronic delivery of the Proposals shall be the Vendor's responsibility. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The State assumes no liability for ensuring accurate/complete Email transmission/receipt.

2.2. Electronic Proposals

Electronic Proposals must be addressed to:

TO: jennifer.s.hackett@dhhs.nh.gov

CC: RFx@dhhs.nh.gov

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: DHHS – RFP-2023-DEHS-02-ONBAS

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the Vendor will be required to submit their proposal in parts. It is the Vendors responsibility to ensure a complete proposal is submitted.

2.3. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via Email to the following RFP Point of Contact:

Jennifer Hackett

Email: jennifer.s.hackett@dhhs.nh.gov

Inquiries must be received by the RFP Point of Contact no later than the conclusion of the Vendor Inquiry Period identified in the Schedule of Events. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

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The State assumes no liability for assuring accurate/complete Email transmission/receipt and is not required to acknowledge receipt.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above.

The Agency will require the successful bidder to execute a Contract using the P-37 State of New Hampshire General Provisions and any attached exhibits. To the extent that a Vendor believes that exceptions to the standard form contract and exhibits will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.

2.4. Restriction of Contact with Agency 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 Agency regarding this RFP is prohibited unless first approved by the RFP Points of Contact listed herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

2.5. Validity of Proposal

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

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3.1. Proposal Organization

Proposals should adhere to the following outline.

- a. Cover Page
- b. Transmittal Form Letter
- c. Table of Contents
- d. Section I: Executive Summary
- e. Section II: Glossary of Terms and Abbreviations
- f. Section III: Responses to Requirements and Deliverables
- g. Section IV: Narrative Responses
- h. Section V: Corporate Qualifications
- i. Section VI: Qualifications of Key Vendor staff
- j. Section VII: Price Proposal
- k. Section VIII: Vendor Attachments

3.1.1. 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 for Economic and Housing
Stability

RESPONSE TO RFP:

Department of Health and Human Services, Division of Economic and Housing
Stability

RFP-2023-DEHS-02-ONBAS

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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.

3.1.2. Transmittal Form Letter

The Vendor must submit a signed Transmittal Form Letter with their response using the Transmittal Form Letter template provided on the following page. Any electronic alteration to the content of this Transmittal Form Letter template is prohibited. Any such changes may result in a Proposal being rejected.

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State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____

Address: _____

To: Jennifer Hackett

(603) 271-9605

Jennifer.s.hackett@dhhs.nh.gov

RE: Proposal Invitation Name: OnBase Enterprise Content Management Solution

Proposal Number: **RFP-2023-DEHS-02-ONBAS**

Proposal Due Date and Time: May 4, 2022 ET

To Whom It May Concern:

Company Name: _____ hereby offers to provide to the State of New Hampshire the Services indicated in RFP NH Department of Health and Human Services, Division of Economic and Housing Stability: RFP-2023-DEHS-02-ONBAS OnBase Enterprise Content Management Solution at the price(s) quoted in Vendor Response Section VII: *Price Proposal*, 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 Form Number P-37 *State of New Hampshire General Provisions*.

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 Form Number P-37 *State of New Hampshire General Provisions*, 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, whichever is later.

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

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- d. Is currently debarred from performing work on any project of the federal government or the government of any state;
- e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;

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- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment;
or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding Vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order, if any.

Our official point of contact is: _____
Title: _____
Telephone: (____) _____ - _____ Email: _____
Authorized Signature Printed: _____
Authorized Signature: _____

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3.1.3. Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.

3.1.4. Section I: Executive Summary

Section I shall provide an executive summary, not to exceed two (2) pages, identifying how the Vendor satisfies the goals of this RFP. The executive summary will also provide an overview of the Vendor's proposed Solution and Services highlighting those factors that they believe distinguish their Proposal.

3.1.5. Section II: Glossary of Terms and Abbreviations

Section II shall provide a glossary of all terms, acronyms, and abbreviations used in the Vendor's Proposal.

3.1.6. Section III: Responses to System Requirements and Deliverables

Section III shall include the response tables from the Business/Technical Requirements and Deliverables Appendix. The Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

3.1.7. Section IV: Narrative Responses

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. The Topic for Mandatory Responses Appendix is organized into sections, which correspond to the different aspects of the scoring process of the proposal. Discussion of each topic must begin on a new page.

3.1.8. Section V: Corporate Qualifications

Section V shall provide the corporate qualifications of the Vendor and any Subcontractors proposed to participate in the Project. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix.

3.1.9. Section VI: Qualifications of Key Vendor Staff

Section VI shall be used to provide required information on the Vendor's Key Project Staff. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix.

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3.1.10. Section VII: Price Proposal

Section VII shall include the Price Proposal, which must describe the proposed cost of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in the Pricing Appendix.

3.1.11. Section VIII: Vendor Attachments

Section VIII provides for extra materials as referenced in the Topic for Mandatory responses Appendix such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

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4.1. Criteria for Evaluation and Scoring

Each responsive 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.

If the Agency determines to make an award, the Agency will begin negotiations with a Vendor based on these evaluations. Should the Agency be unable to reach agreement with the high scoring Vendor during Contract discussions, the Agency may then undertake Contract discussions with the next high scoring Vendor and so on; or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of 150 Points, with a maximum of 50 Points awarded based on the Price Proposal, a maximum of 100 Points awarded for the Technical Proposal, which will be distributed as set forth in the table below.

The Agency will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize technical scores.

SCORING TABLE	
CATEGORIES	POINTS
Technical Proposal with the following potential maximum scores for each Technical Proposal category listed below:	100
Vendor’s Technical, Service and Project Management Experience	50
Vendor Company	15
Staffing Qualifications	35
Price Proposal Potential Maximum Points	50
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	150

4.2. Scoring Detail

4.2.1. Scoring of Vendor Technical, Service, and Project Management Experience

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Vendor proposed Technical, Service, and Project Management Experience will be allocated a maximum score of 50 Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and Maintenance of the Solution. Technical details of the System including security and protection of data, proposed training, administrative procedures, how the Vendor manages its team and the Project will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section III: Responses to Requirements and Deliverables
- b. Proposal Section IV: Narrative Responses
- c. Proposed Work Plan
- d. References

4.2.2. Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of 15 points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section V: Corporate Qualifications
- b. References

4.2.3. Scoring of Vendor Staffing Qualifications

Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System. Vendor's Staff qualifications will be allocated a maximum score of 35 points.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section VI: Qualifications of Key Staff
- b. Vendor Presentations & Demonstrations (if applicable)
- c. References

4.2.4. Scoring the Price Proposal

The Vendor's Price Proposal will be allocated a maximum score of 50 points. The State will consider the cost of subsequent four (4) year(s) License, Maintenance, Enhancement and Operations costs and the costs associated in Appendix E - *Pricing*. The price information required

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in a Proposal is intended to provide a sound basis for comparing costs. The cost point formula described in the Price Proposal Review section will be utilized for this scoring portion.

4.3. Planned Evaluations

The Agency plans to use the following process:

- a. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- b. Preliminary evaluation of the Proposals;
- c. Oral interviews and Product Demonstrations (if applicable);
- d. Final Evaluation of Technical Proposals and scoring;
- e. Review of Price Proposals and scoring; and
- f. Select the highest scoring Vendor and begin contract negotiation.

4.3.1. Initial Screening

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in the Proposal Organization, Content and Required Items within this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

4.3.2. Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve 50 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will remain unopened. Price Proposals will remain unopened during the preliminary technical review, Oral Interviews and Product Demonstrations.

4.3.3. Oral Interviews and Product Demonstrations

At the Agency's discretion, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews and product demonstrations, with which Vendors, the number of interviews and the length of time provided for the interview and Product demonstration. The Agency may decide to conduct oral interviews and product demonstrations with less than all responsive Vendors.

The purpose of oral interviews and product demonstrations 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. The Agency

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may ask the Vendor to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

4.3.4. Final Scoring of Technical Proposals

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

4.3.5. Price Proposal Review and Scoring

Price proposals will be reviewed upon completion of the final scoring of Technical Proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 50 points. Vendors are advised that this is not a low bid award and that the scoring of the price proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

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

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Maximum Number of Points for price proposal.

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Score.

4.4. No Best and Final Offer

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

4.5. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

- a. Make independent investigations in evaluating Proposals;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;

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- d. Omit any planned evaluation step if, in the Agency’s view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Vendor and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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5.1 RFP Addendum

The Agency 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 Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

5.2 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

5.3 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.

5.4 Confidentiality of a Proposal

The substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the Agency without the Agency's prior consent may be grounds for disqualification.

5.5 Public Disclosure

In general, the State is obligated to make public the information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship. The Right-to-Know law (RSA 91-A) obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

5.5.1. Disclosure of Information Submitted in Response to RFP

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a contract by G&C. 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

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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 actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this request for proposal should be kept 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 document, 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.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

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- a. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- b. The State is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- c. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

5.6 Electronic Posting of Resulting Contract

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online via the State's website.

5.7 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency 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.

5.8 Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the Agency 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.

5.9 Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission

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issued by any State agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services (DAS), which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

5.10 Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

5.11 Challenges on Form or Process of the RFP

A bidder questioning the Agency's identification of the selected Vendor may request that the Agency review its selection process. Such request shall be made in writing and be received by the Agency within 5 (five) business days after the rank or score is posted on the agency website. The request shall specify all points on which the bidder believes the Agency erred in its process and shall contain such argument in support of its position as the bidder seeks to present. In response, the issuing Agency shall review the process it followed for evaluating responses and, within 5 (five) business days of receiving the request for review, issue a written response either affirming its initial selection of a Vendor or canceling the bid. In its request for review, a bidder shall not submit, and an Agency shall not accept nor consider, any substantive information that was not included by the bidder in its original bid response. No hearing shall be held in conjunction with a review. The outcome of the Agency's review shall not be subject to appeal.

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SECTION 6 - CONTRACT TERMS AND AWARD

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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 contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

Award

Any resulting Contract is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

Anticipated Contract Term

The Vendor shall be fully prepared to commence services upon the date of Governor and Executive Council of the State of New Hampshire approval of the contract (“Effective Date”).

The initial Contract Term will begin on the Effective Date and extend through 6/30/2026. The Contract Term may be extended up to two (2) year(s) (“Extended Contract Term”) at the sole option of the State, subject to the parties prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

Standard Contract Terms

The Agency will require the successful bidder to execute a Not to Exceed Contract. The P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix I will form the basis of any Contract resulting from this RFP.

To the extent that a Vendor believes that exceptions to the standard form Contract and exhibits will be necessary for the Vendor to enter into the Agreement, the Vendor should note those issues during the Vendor Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Vendor’s exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential Vendors of the exceptions, which have been accepted and indicate that exception is available to all potential Vendors. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.

6.4.1. Contract Negotiations and Unsuccessful Bidder Notice

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State’s desire to enter into contract discussions. Until the State successfully completes

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discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

6.4.2. Subcontractors

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State must approve all subcontractors and 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. If the Contract includes the State of New Hampshire, Department of Health and Human Services Business Associate Agreement the Vendor shall ensure that any subcontractors it may engage on its behalf that will have access to DHHS protected health information agree to the same information security and privacy restrictions and conditions that apply to the business associate with respect to such information. Failure to enter into business associate agreements with its subcontractors that create or receive PHI on the behalf of DHHS through this contract, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Vendor

Related Documents Required

The selected Vendor will be required to submit the following documents prior to Contract approval:

- a. Certificate of Good Standing obtained by the Secretary of State of New Hampshire.
- b. 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.
- c. Certificate of Insurance - Certificate of Insurance evidencing coverage as required under the Contract.
- d. Workers' Compensation coverage must comply with State of NH RSA 281-A.

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APPLICABLE (Not Applicable)

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APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

APPENDIX B: BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

B-1. Statement of Work

The selected vendor will be responsible for providing technical assistance, maintenance support, issue resolution, and system enhancements and upgrades as needed by the State of NH. These services will be available during normal business hours as well as on an as needed basis after normal business hours for emergencies to address issues with minimal disruption to staff.

B-1.1. Data Location

The Vendor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State Data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the Contract, and then only on devices that are used and kept at its data centers within the Continental United States unless express prior written consent is obtained from DHHS Information Security.

Background Checks

The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

Contractor workforce shall not be permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re- investigation of all workforce assigned to this Contract every five years. The five-year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

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

B-2. Business Requirements/Technical Requirements

Vendor shall be responsible for meeting the Technical and Security Requirements identified in RFP-2023-DEHS-02-ONBASE OnBase Enterprise Content Management Solution Appendix B-3.

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Vendors shall complete the checklists on each tab of the RfP-2023-DEHS-02-ONBAS OnBase Enterprise Content Management Solutions Appendix K IT Requirements attachment, which is attached hereto and incorporated by reference herein.

B-3. Deliverable, Activity, or Milestone

Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in table below:

ACTIVITY / DELIVERABLES / MILESTONES		
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Attestation of background check	Written
4	Project Status Reports	Written
5	Information Security Plan (ISP)	Written
6	Communications and Change Management Plan	Written
7	Software Configuration Plan	Written
8	Systems Interface Plan and Design/Capability	Written
9	Testing Plan	Written
10	Deployment Plan	Written
11	End User Support Plan	Written
12	Documentation of Operational Procedures	Written
13	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written
14	Data Protection Impact Assessment (DPIA)	Written
15	Systems Security Plan (SSP) (the SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written

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16	Disaster Recovery Plan (DRP)	Written
INSTALLATION		
17	Provide Software Licenses if needed	Written
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
TESTING		
19	Conduct Integration Testing	Non-Software
20	Conduct User Acceptance Testing	Non-Software
21	Perform Production Tests	Non-Software
22	Test In-Bound and Out-Bound Interfaces	Software
23	Conduct System Performance (Load/Stress) Testing	Non-Software
24	Security Risk Assessment Report o if PII is collected on behalf of the State, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written
25	Security Authorization Package	Written
OPERATIONS		
26	Ongoing Licensing Support	Non-Software
27	Ongoing Support & Maintenance	Software
28	Contract End of Life Transition	Software

B-4. Contract End-of-Life Transition Services

B-5.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department. (if applicable, a vendor engaged by the Department to assume the Services previously performed by the Contractor shall be known as “Recipient”). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor shall begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department will provide the DTP template to the Contractor.

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- B-5.2.** The Contractor shall assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- B-5.3.** If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract, the Contractor must inventory and return said Tools to the Department, along with the inventory document, once transition of State Data is complete.
- B-5.4.** The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- B-5.5.** Should the data Transition extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Information Security Requirements, and if applicable, the Department’s Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- B-5.6.** In the event where the contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

B-5. Completion of Transition Services

- B-6.1.** Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- B-6.2.** Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department’s Information Security Requirements Exhibit, including certificate of data destruction.

B-6. Disagreement over Transition Services Results

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

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B-7. Website and Social Media

- B-8.1.** Vendor shall agree that if performance of services on behalf of the Department involve using social media or a website to solicit information of individuals, or Confidential data, the Vendor shall work with the Department’s Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department’s and NH Department of Information Technology’s website and social media requirements and policies.
- B-8.2.** Vendor agrees protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Vendor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

B-8. State Owned Devices, Systems and Network Usage

- B-9.1.** If Vendor workforce or agent is authorized by the Department’s Information Security Office to use a state issued device (e.g. computer, iPad, cell phone) in the fulfilment of this contract they shall:
- a. Sign and abide by applicable Department and NH Department of Information Technology use agreements, policies, standards, procedures and/or guidelines;
 - b. Use the information that they have permission to access solely for conducting official state business. 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 workforce or agents access or attempt to access information without having the express authority of the Department to do so;
 - c. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - d. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the contractor 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 contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department’s Information Security Office;
 - e. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “state-funded email systems.” The Vendor understands and agrees that use of email shall follow Department and State standard policies; and

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- B-9.2.** When utilizing the Department’s email system all contractors shall:
- a. Include in the signature lines information identifying the contractor as a non-state employee
 - b. Contain the following embedded confidentiality notice:
 - c. **CONFIDENTIALITY NOTICE:** “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”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 policy. At no time should the internet be used for personal use.

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APPENDIX C TOPICS FOR MANDATORY RESPONSES

APPENDIX C: TOPICS FOR MANDATORY RESPONSES

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for this RFP. Responses provided should be relevant to the Project described within this RFP. Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

TABLE C: Topics	
	PAGE LIMIT
C-1 Proposed Solution	
Topic 1 – Description of Services	7 - Attachment Unlimited (optional)
Topic 2 – Technical Architecture	5
Topic 3 – System Upgrades	5
Topic 4 – Data Flow	Attachment Unlimited
C-2 Vendor’s Technical, Service and Project Management Experience	
C-2.1 Security and Protection of Data	
Topic 5 – Information Security and Privacy	10
Topic 6 – System Security	3
Topic 7 – Security Testing	3
Topic 8 – Security Risk Assessment	3
Topic 9 – Data Quality	
Topic 10 – Historical Data	5
C-2.2 Training and Documentation	
Topic 11 – User Training Approach	3
Topic 12 – Technical Knowledge Transfer Preparation and Expectations State Staff	4
C-2.3 Enhancement and Upgrade	
Topic 13 – Implementation Approach	10
Topic 14 – Testing Management	6
Topic 15 – Migration Strategy	3
Topic 16 – Environment Setup	2
C-2.4 Project Management	
Topic 17 – System Acceptance Criteria	6
Topic 18 – Work Plan, Status Meetings and Reports	No Limit
Topic 19 – Project Risk and Issue Management	3
Topic 20 – Scope Control	2

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Topic 21 – Quality Assurance Approach	6
C-2.5 Ongoing Operations For State Hosted Solution	
Topic 22 – Backup and Recovery	2
Topic 23 – Assurance and Business Continuity Plan	3
Topic 24 – Support and Maintenance for State Hosted System	2

C-1. Proposed Solution

TOPIC 1 DESCRIPTION OF SOLUTION

The State will evaluate whether the proposed Solution includes the required features.

1. Provide a detailed description of your proposed Solution, including features and functionality.
2. Describe how your Solution meets both the business and technical requirements in B-2 Business Requirements/Technical Requirements.
3. Requirements.
4. Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?
5. Provide an attachment with product literature describing the functionality of the proposed Software. Provide a table that maps your literature with topics listed in this Appendix. Include references to page numbers.

TOPIC 2 TECHNICAL ARCHITECTURE

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

1. Describe the technical architecture (software, hardware, and Network) of the proposed Solution.
2. Describe the benefits of the technical architecture (e.g. scalability, adaptability, interoperability)
3. How will the proposed Solution be accessed (e.g. Web Browser over Internet)?
4. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
5. Describe any add-on or third-party Software required.
6. Is your product dependent on an existing solution not included in this proposal?
7. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?
8. What components of the Software, such as Middleware, are proprietary?
9. Is the proposed application considered Open Source Software?
10. Describe any Open Source Software used by the proposed Solution.
11. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13. <http://www.gencourt.state.nh.us/rsa/html/i/21-r/21-r-mrg.htm>

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Describe any hardware requirements associated with the hardware Solution.

TOPIC 3 SYSTEM UPGRADES

The State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

1. Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:
2. What types (e.g., maintenance, Enhancement, other) of releases are planned?
3. What is the historical (past 3 years) and expected frequency of each type of new release?
4. How is the content of future releases determined? Required maintenance, security, user input?
5. Are Enhancements made for specific clients included in future releases for all clients?
6. What specific Enhancements are planned for release within the next 24 months?
7. How is the content of a release communicated to the client?
8. Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the System?
9. How long is a release supported?

TOPIC 4 DATA FLOW

The State will evaluate the ease of interfacing with our current Data import and export layouts for Data exchange.

1. Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces defined in B-2 Business Requirements/Technical Requirements.
2. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
3. What standard Interface formats are used with the proposed Software? What degree of flexibility is available?
4. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
5. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
6. Are there any constraints upon the timing of batch Interfaces?
7. Provide an attachment with Data flow diagrams.

C-2. Vendor’s Technical, Service and Project Management Experience

C-2.1. Security and Protection of Data

TOPIC 5 INFORMATION SECURITY AND PRIVACY

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The State will evaluate the Vendor’s understanding and implementation of information security controls required to safeguard the security and confidentiality of data from risk.

Provide detailed responses to the following:

1. Does your firm have a comprehensive security risk management structure for the management of client information?
2. Does your firm conduct Privacy Impact Assessments and Data Protection Impact Assessments?
3. What support or processes do you have in place to assist with the Department’s data privacy impact assessments (DPIA)?
4. Describe your firm’s approach to the management of information security.
5. Does your firm have a current and enforced information security management policy?
6. Does your firm have an Information Security Incident and Response plan and process in place for firm and client system and/or data?
7. Do you utilize an independent third party to conduct annual information security penetration tests of your IT systems?
8. List the type of documented information security policies that your firm has in place.
9. Does your firm follow NIST 800-53 standards?
10. Has your firm experienced any information security breaches, ransomware, phishing, or malware incidents?
11. Have you ever had security incidents or events with a third-party vendor?
12. Does your firm have a third-party management strategy or policy?
13. List and describe which third-party vendors you would share our information with.
14. What security controls/practices do you have in place to safeguard the security and confidentiality of our data with third-party vendors?
15. Describe the process you have in place for sharing and auditing subcontractors who will be required to adhere to the terms and conditions of our BAA, information security requirements, and other contract terms and conditions?

TOPIC 6 SYSTEM SECURITY

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

1. Describe the System security design and architectural features incorporated into the proposed Software including:
2. The identification and authentication methods used to ensure that users and any interfacing Applications are identified and that their identities are properly verified.
3. The authorization methods used to ensure that users and client Applications can only access Data and Services for which they have been properly authorized.
4. The immunity methods used to ensure that unauthorized malicious programs (e.g., Viruses, worms and Trojan horses) do not infect the Application.
5. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.

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6. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.
7. The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
8. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
9. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.
10. The testing methods conducted to Load and Stress Test your Software to determine its ability to withstand Denial of Service (DoS) attacks.
11. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
12. The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
13. The notification and escalation process in the event of an intrusion.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

1. What process or methodology is employed within the proposed Software to ensure Data integrity?
2. To what degree does your approach rely on System assurance capabilities?
3. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

TOPIC 7 SECURITY TESTING

The State will evaluate the Vendor’s approach to Security Testing.

1. Describe the testing tools and methodologies used for testing the security of the Software Application and Hosting environment.
2. How can you ensure the security and confidentiality of the State Data collected on the system?
3. What security validation Documentation will be shared with the State?
4. Do you use internal or external resources to conduct Security Testing?

TOPIC 8 SECURITY RISK ASSESSMENT

The State will evaluate the Vendor’s approach to Security Risk Assessment and Management.

Describe the strategy and security risk management tools your firm employs to identify, mitigate and remediate security vulnerabilities. Provide detailed responses to the following:

1. If the system requires the engagement of a Cloud Service Provider do use SOC 2 reports as part of your strategy to assess that effective security controls are in place, as well as, to address security risks as it relates to security, availability, processing integrity, confidentiality and privacy?

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2. Does your firm have an Information Security Risk Management Plan?
3. Which security risk model or framework does your firm use?
4. Describe your firm's security risk assessment policy and process for client projects.
5. Does your firm employ risk assessment tools to monitor for potential risk to client systems and data?
6. In regards to client projects, does your firm perform a security risk assessment after a new or major system change is made prior to going into production? What is the process if a vulnerability is detected?

TOPIC 9 DATA QUALITY

The State will evaluate whether the approach to Data Quality will support the Agency's data quality standards and plan.

1. Describe the data quality approach used in a previous project. Include a sample data quality plan if possible.
2. What approach does your company use to align with federal data quality plan requirements?

TOPIC 10 HISTORICAL DATA

The State will evaluate the degree to which the proposed Solution provides for the ability to view historical transactions.

1. Describe in detail the manner in which users and System Administrators can view transactional Data.
2. Describe your experience with organizations similar to the Department of Health and Human Services and discuss what historical Data they have and have not converted/migrated into the new system.
3. How many years of historical Data is typically converted in a project similar to this one? Describe how you will help the Department of Health and Human Services determine the right number of years to convert.

C-2.2. Training and Documentation

TOPIC 11 USER TRAINING APPROACH

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on-one, On-line on-demand) that you would provide.

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2. Describe in detail the Documentation that is available to support the training of users of your proposed Solution. Include help screens, On-line or printable manuals and Knowledge bases. If any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are.

TOPIC 12 TECHNICAL KNOWLEDGE TRANSFER PREPARATION AND EXPECTATIONS FOR STATE STAFF

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately and the State will evaluate requirements for State staff to support the system after Implementation.

1. Describe how State staff assigned to the Project Team will be involved throughout the contract, including decision-making and scope control.
2. Describe your experience working with existing systems and knowledgeable state staff.
3. Provide an example of previous knowledge transfer documentation for review.

C-2.3. Enhancements and Upgrades

TOPIC 13 IMPLEMENTATION APPROACH

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

1. Provide one or more feasible Implementation Plans. For each plan provided:
2. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
3. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs
4. Address the level of risk associated with each plan.
5. Why is this the approach you recommend?
6. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal.

TOPIC 14 TESTING MANAGEMENT

The Contractor shall provide end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project using an industry standard methodology. This shall include training, a detailed testing methodology which covers all “areas of testing” (refer to Terms and Definitions), security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting. The Test Plan defined shall ensure designed and implemented Solutions are fully supported, tested, and documented.

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It is anticipated that the following testing phases will be included in the Project described in this RFP. The State will evaluate the quality of testing approach used by the Vendor.

1. Describe in detail the end to end testing methodology you propose for this Project.
2. Describe testing tools that will be used as part of the Solution testing. Will these tools be available to the State or will the State be required to purchase tools?
3. Using the following chart, describe the roles and responsibilities required of Vendor Staff and State Staff, include additional information as needed.

Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process				
Test planning				
Test scenario development				
Data preparation				
System preparation				
Unit Testing				
System integration testing				
Defect tracking				
etc.				

4. What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)
5. Will configured Software be delivered in functional components for State Acceptance Testing?
6. The State has defined 3 levels of Defect severity. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of Defect severity.
7. What tools will be used to document and track status of suspected Defects?
8. What role will the State play in classification and prioritization of Defects?
9. How quickly will a suspected Defect be investigated and how quickly will the Defects be corrected?
10. Provide a sample User Acceptance Test Plan from a completed project as an appendix.
11. Will System performance be measured and documented using the State’s infrastructure and Data? If yes, how? (Not needed for Hosting?)
12. Outline your methodology for PCI Penetration Testing and provide confirmation that it is NIST SP800-115 compliant. PCI DSS Payment Application Data Security Standard (PA DSS) and compliance Certification requirements are defined in Appendix G Merchant Card Requirements.

TOPIC 15 MIGRATION STRATEGY FOR UPGRADES AND ENHANCEMENTS

The State will evaluate the degree to which the Vendor will ensure that Data conversion is effective and impacts State staff to the minimum extent possible.

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1. It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
4. What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.
6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.
7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

TOPIC 16 ENVIRONMENT SETUP

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the Hosted Solution, including all necessary training.
1. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
2. Provide diagrams of the environment including Data architecture, Data flows (Include as an attachment).
3. Describe the ramifications to the State if the recommended environment is not followed. (example – separate Database and Application Server works better for clients)

C-2.4. Project Management

TOPIC 17 SYSTEM ACCEPTANCE CRITERIA

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.

1. Propose measurable criteria for State final Acceptance of the System.

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2. Discuss how the proposed criteria serve the interest of the State.

TOPIC 18 WORK PLAN, STATUS MEETINGS AND REPORTS

The State will evaluate whether the Vendor’s preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project Management “best practices” and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan. Additionally, the State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

3. The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
4. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables outlined in Appendix B (Business/Technical Requirements and Deliverables), appropriate status meetings and Reports, and include other Deliverables that you, based on past experience, would recommend be developed on this Project.
5. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
6. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - i. All assumptions upon which the Work Plan is based;
 - ii. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - iii. Assignments of members of the Vendor’s team identified by role to specific tasks; and
 - iv. Critical success factors for the Project.
7. Discuss how this Work Plan will be used and State access to Plan details.
8. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the project is on schedule, project expenses incurred to date, and within budget.
9. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).

The State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

10. The State believes that effective communication and Reporting are essential to project success. As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project

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- Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.
11. Describe your planned project management activities including Introductory and Kickoff Meetings, Status Meetings, Work Plan Updates, and Special Meetings. Discuss frequency, duration, participants, agenda items, etc.
 12. Describe how you will report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.

TOPIC 19 PROJECT RISK AND ISSUE MANAGEMENT

The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on project issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in project risk and issue management.

1. Provide proposed methodologies for project risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

TOPIC 20 SCOPE CONTROL

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

1. Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.

TOPIC 21 QUALITY ASSURANCE APPROACH

The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.

1. Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non-Software). Discussion should include but not be limited to:
 2. Provision for State input to the general content of a Written Deliverable and Non-Software Deliverables prior to production;
 3. The standard for Vendor internal Review of a Written Deliverable and Non-Software Deliverables prior to formal submission; and
 4. Testing of Software Deliverables prior to submission for Acceptance Testing.

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C-2.5. Ongoing Operations For Vendor Hosted Solution

TOPIC 22 BACKUP AND RECOVERY

The State seeks a sound Backup and Recovery provision as part of the Solution.

1. Describe the tools used for Backup and Recovery of Applications and Data.
1. Describe timelines for scheduled backup of Data and Servers including the retention schedule.
2. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
 3. Use of and method for logging and journaling;
 4. Single points of failure and recommended approaches for their elimination;
 5. Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.
 6. Explain your high-level methodology for creation of a Disaster Recovery Plan.
 7. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
 8. Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.
 9. Will the Solution include the option to have the collected Data stored at the Vendor’s site, at the State site or both?

TOPIC 23 ASSURANCE OF BUSINESS CONTINUITY

The State will evaluate the degree to which the proposed plan to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

1. Provide a plan for business continuity if a disaster occurs at the Data center that is Hosting the proposed Solution.
2. The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

TOPIC 24 SUPPORT AND MAINTENANCE FOR VENDOR HOSTED SYSTEM

The State will evaluate whether the Vendor’s proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current “best practices” for these tasks.

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1. Describe how the System hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.
2. Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs Email, access to technical support staff.
3. Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times.
4. Describe any particular procedures required to handle escalation and emergency calls.
5. Detail the types and frequency of support tasks required.
6. Describe any different levels and or models of support and maintenance that you provide
7. Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - a. mean time between Reported Deficiencies with the Software;
 - b. diagnosis of the root cause of the problem; and
 - c. identification of repeat calls or repeat Software problems.

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

- a. nature of the Deficiency;
 - b. current status of the Deficiency;
 - c. action plans, dates, and times;
 - d. expected and actual completion time;
 - e. Deficiency resolution information;
 - f. Resolved by;
 - g. Identifying number i.e. work order number; and
 - h. Issue identified by.
8. Describe how the State will be informed of emergency maintenance or system outages?
9. Describe how the Vendor will ensure all hardware and Software components of the Vendor Hosting infrastructure will be fully supported by their respective manufacturers at all times. All critical patches for Operating Systems, Databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.

TOPIC 25 SUPPORT AND MAINTENANCE FOR STATE HOSTED SYSTEMS

The State will evaluate whether the Vendor’s proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current “best practices” for these tasks.

1. Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
2. Describe the Database support requirements.

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3. Describe how support and maintenance issues are tracked and prioritized detailing methodology and if any additional Software is required.
 - a. For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:
 - b. nature of the Deficiency;
 - c. current status of the Deficiency;
 - d. action plans, dates, and times;
 - e. expected and actual completion time;
 - f. Deficiency resolution information;
 - g. Resolved by;
 - h. Identifying number i.e. work order number; and
 - i. Issue identified by.

4. Describe any procedures required to handle escalation and emergency calls. Describe how the Vendor will work with the State to identify and troubleshoot large-scale System failures. Describe the Vendor’s Change Management policy for notification and tracking of change requests as well as critical outages.
5. Detail the types and frequency of scheduled support and maintenance tasks required.
6. Describe any different levels and or models of support and maintenance that you provide. Minimum support level is expected to cover normal State of New Hampshire business hours of 7:30 a.m. to 4:30 p.m. Eastern Standard Time. Describe your ability to address support needs outside of normal business hours.

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APPENDIX D STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

APPENDIX D: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

D-1. Vendor Qualifications

Vendor qualifications are important factors in selecting Software and accompanying Implementation and Support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- a. Corporate qualifications of each Vendor proposed to participate in the Project;
- b. Proposed team organization and designation of key staff;
- c. Individual qualifications of Candidates for the role of Project Manager; and
- d. Individual qualifications of Candidates for other key staff roles.
- e. This Appendix identifies specific information that must be submitted.

D-2. Required Information on Corporate Qualifications

Describe the major business areas of the firm and length of time in business. 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 Project Implementation and experience in New Hampshire.

D-2.1. Financial Strength

Provide at least one of the following:

- a. The current Dunn & Bradstreet Report on the firm;
- b. the firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement;
- c. the firm's most recent income tax return.

D-2.2. Litigation

The relevance of involvement of the company in litigation will be considered. Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

D-2.3. Prior Project Descriptions

Provide descriptions of no more than five (5) similar projects completed in the last five (5) years. Each project description should include:

- a. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
- b. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;

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- c. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
- d. Names and project roles of individuals on the Vendor proposed team for the New Hampshire Project that participated in the project described.

D-2.4. Subcontractor Information

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

- a. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
- b. A high-level description of the Subcontractor's organization and staff size;
- c. Discussion of the Subcontractor's experience with this type of Project;
- d. Resumes of key personnel proposed to work on the Project;
- e. Two references from companies or organizations where they performed similar services (if requested by the State); and
- f. Physical location of Subcontractor's headquarters and branch offices, including offshore locations.

D-3. Team Organization and Designation of Key Vendor Staff

Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

- Dedicated Support Staff who knows the States environment
- Dedicated Support Team for all maintenance and enhancements

A single team member may be identified to fulfill the experience requirement in multiple areas.

D-3.1 Candidates for Project Manager and Key Vendor Staff Roles

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager Candidate, and all other Key Vendor Staff Roles, provide a resume not to exceed three (3) pages in length addressing the following:

- a. The candidate's educational background;

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- b.** An overview of the candidate’s work history;
- c.** The candidate’s project experience relevant to the proposed project, including project type, project role and duration of the assignment;
- d.** Any significant Certifications held by or honors awarded to the candidate; and
- e.** At least three (3) references, with publically available contact information that can address the candidate’s performance on past projects.

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APPENDIX E PRICING

APPENDIX E: PRICING

E-1. Pricing

Vendor’s Price Proposal must be based on the worksheets formatted as described in this Appendix. The Vendor must assume all reasonable travel and related expenses. All labor rates will be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

E-1.1. Deliverables / Activities / Milestones Pricing

The Vendor must include the IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Attestation of background check	Written		
4	Project Status Reports	Written		
5	Information Security Plan (ISP)	Written		
6	Communications and Change Management Plan	Written		
7	Software Configuration Plan	Written		
8	Systems Interface Plan and Design/Capability	Written		
9	Testing Plan	Written		
10	Deployment Plan	Written		
11	End User Support Plan	Written		
12	Documentation of Operational Procedures	Written		
13	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written		
14	Data Protection Impact Assessment (DPIA)	Written		

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15	Systems Security Plan (SSP) (the SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written		
16	Disaster Recovery Plan (DRP)	Written		
INSTALLATION				
17	Provide Software Licenses if needed	Written		
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
TESTING				
19	Conduct Integration Testing	Non-Software		
20	Conduct User Acceptance Testing	Non-Software		
21	Perform Production Tests	Non-Software		
22	Test In-Bound and Out-Bound Interfaces	Software		
23	Conduct System Performance (Load/Stress) Testing	Non-Software		
24	Security Risk Assessment Report o if PII is collected on behalf of the State, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written		
25	Security Authorization Package	Written		
OPERATIONS				
26	Ongoing Licensing Support	Non-Software		
27	Ongoing Support & Maintenance	Software		
28	Contract End of Life Transition	Software		

E-1.2. Hardware Pricing

Please utilize the following table to detail the required hardware pricing associated with your Proposal.

Table E-1.2.

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HARDWARE PRICING WORKSHEET		
	HARDWARE ITEM	ONE TIME COST
1		
2		
3		
Total		

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each hardware item proposed.

E-1.3. Software License Pricing

Please utilize the following table to detail the required Software costs associated with your Proposal.

Table E-1.3.		
SOFTWARE LICENSE PRICING WORKSHEET		
	SOFTWARE ITEM	INITIAL COST
1		
2		
3		
Total		

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Software License item proposed.

E-1.4. Software Operations, Maintenance and Support Pricing

Use the following table to provide a detailed listing of the annual operational costs of each Software product that is part of your Proposal, including operations, maintenance and support. This should not include the initial cost identified in the Software License Cost Table listed above.

Table E-1.4.					
SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET					
SOFTWARE NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

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Total					
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NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Software package proposed that requires annual support costs.

E-1.5. Hosting Pricing

Use the following table to provide a detailed listing of the annual Hosting costs of the full Application. This may include Web Site Hosting Fee, Technical Support Fee, Maintenance and Update Fees, etc.

Table E-1.5.					
HOSTING DETAIL PRICING WORKSHEET					
HOSTING DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total					

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Hosting item proposed.

E-1.6. Other Costs

If other costs exist but were not handled in the above Pricing Table Worksheets, please use the following table to provide a detailed itemization of any additional cost.

Table E-1.6.					
OTHER COST PRICING WORKSHEET					
OTHER COST DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total					

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each other cost item proposed.

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E-1.7. Implementation Pricing Summary

Please complete the following table that should summarize all Implementation costs associated with your Proposal.

Table E-1.7.		
IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	TOTAL COST
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	
2	Hardware Pricing (Total from Hardware Pricing Worksheet)	
3	Software License Pricing (Total from Software License Pricing Worksheet)	
4	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	
5	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	
6	Other Pricing (Total from Other Cost Pricing Worksheet)	
Grand Total		

E-1.8. Vendor Staff, Resource Hours and Rates Worksheet

Use the Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals who will be assigned to the Project, hours and applicable rates. Information is required by stage. Names must be provided for individuals designated for key roles, but titles are sufficient for others. This information is for reference purposes only and will not be taken into account during our price proposal scoring.

Table E-1.8.				
VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET				
	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
Planning And Project Management				
Installation				
Testing				
System Deployment				

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Operations				
Total Hours				
Hourly Rate				
Vendor Resource Price Total (Hours X Rate)				

NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

E-1.9. Future Vendor Rates

The State may request additional services from the selected Vendor and require rates in the event that additional services are required. The following format must be used to provide this information.

The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year. *This information is for reference purposes only and will not be taken into account during our price proposal scoring.*

Table E-1.9.					
FUTURE VENDOR PRICING WORKSHEET					
VENDOR ROLE	SFY<XX>	SFY<XX>	SFY<XX>	SFY<XX>	SFY<XX>
Project Manager					
Position 1					
Position 2					
etc.					
Total					

NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

E-1.10. Proposed State Staff Resource Hours

Use the Proposed State Staff Resource Hours Worksheet to indicate the State roles that will need to be assigned to the Project to support your proposed Implementation approach. Information is required by stages identified in the table below.

Table E-1.10.

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PROPOSED STATE STAFF, RESOURCE HOURS				
	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
Planning And Project Management				
Installation				
Testing				
System Deployment				
Operations				
Total Hours				

NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

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APPENDIX F DOIT INFRASTRUCTURE & SECURITY

APPENDIX F: DOIT INFRASTRUCTURE & SECURITY

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

F-1. Technical Architecture

Components of the State's technical architecture include:

F-1.1. 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 (CES), Microwave Wireless and Virtual Private Networks (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 Email, 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.

F-1.2. Internet Access

The State of New Hampshire has purchased thru American Registry for Internet Numbers (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 so as to provide failover in the event of a single Internet Service Provider (ISP) Network failure.

F-1.3. VMware

The State uses VMware for Windows Server virtualization and virtual hosts 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.

F-1.4. Oracle

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.

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F-2. Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-Commerce), where possible.

F-2.1. 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. 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.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

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APPENDIX G MERCHANT CARD SERVICES

APPENDIX G: MERCHANT CARD SERVICES

Not Applicable

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APPENDIX H DEFINITIONS

APPENDIX H: TERMS AND DEFINITIONS

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

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Commercial Off The Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information or Confidential Data	The definition for this term is located in the DHHS Information Security Requirements Exhibit.
Contract	An 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 documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.
Data Breach	The definition for this term is located in the Information Security Requirements Exhibit.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.

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Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, agreement or administrative rule from access by the general public as public information.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Personal Information	The definition for this term is located in the DHHS Information Security Requirements Exhibit.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	The definition for this term is located in the DHHS Information Security Requirements Exhibit.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, 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.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output

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	is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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APPENDIX I: EXAMPLE CONTRACT AND EXHIBITS (For Reference Only – do not complete)

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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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

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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,

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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

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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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P-37 Special Provisions

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

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

- 3.2** The Term may be extended up to two (2) years(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2028 under the same terms and conditions, subject to approval of the Governor and Executive Council.

Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

- 5.5** The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

Provision 8, Event of Default/Remedies, is updated with the following addition:

- 8.2.5** give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

- 9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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

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- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor’s subcontractors;
 - e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - f. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State;
 - g. Work with the State to develop a Services and Data Transition Plan per the “Contract End-of-Life Transition” requirement in the Additional Requirements section of this Contract; and
 - h. Provide written Certification to the State that Contractor has surrendered to the State all said property.
- 9.2.3** If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).
- 9.2.4** This covenant in paragraph 9 shall survive the termination of this Contract.

Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

- 10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in the Department of Health and Human Services’ Information Security Requirements Exhibit.

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

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

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- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is 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
- d. is disclosed with the written consent of the disclosing Party's Privacy Officer or designee.

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

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

Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor 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.

12.4 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; or
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

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

25. FORCE MAJEURE

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25.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

25.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

26. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference herein.

The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement.

The Contractor shall comply with the terms and conditions in the Information Security Exhibit. All DHHS Exhibits D through K, which are attached hereto and incorporated by reference herein.

27. NON-EXCLUSIVE CONTRACT

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

28. GOVERNMENT APPROVALS

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

29. ORDER OF PRECEDENCE

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

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

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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

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Exhibit D – Certification regarding Drug Free
 Workplace Requirements
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Vendor Initials _____

Date _____



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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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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 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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New Hampshire Department of Health and Human Services
Exhibit F

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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**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.

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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

6/27/14
 Rev. 10/21/14

Page 1 of 2

Date _____



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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:



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 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, Title XIII, 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.



Exhibit I

- I. “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



Exhibit I

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 (I). 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



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



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.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; formerly 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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New Hampshire Department of Health and Human Services
Exhibit J

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 UEI (SAM.gov) number for your organization 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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

4. "End User" means any person or entity (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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V5. Last update 10/09/18

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DHHS Information
Security Requirements
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Contractor Initials _____

Date _____

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New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

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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DHHS Information
Security Requirements
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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 encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. 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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