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

Lori A. Shabinette  
Commissioner

Patricia M. Tilley  
Director

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

December 5, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Bio-Tech Medical Software, Inc. d/b/a BioTrackTHC, (VC#261504), Fort Lauderdale, FL to continue to utilize the therapeutic cannabis registry database services, by extending the completion date from December 31, 2022 to December 31, 2024, effective upon Governor and Council approval with no change to the price limitation of \$400,000. 100% Other Funds (Therapeutic Cannabis Program).

The original contract was approved by Governor and Council on June 19, 2019, item #77 and most recently amended with Governor and Council approval on December 22, 2021, item #5B.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-901010-3899 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, THERAPEUTIC CANNABIS PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90000868	\$219,274	\$0	\$219,274
2021	102-500731	Contracts for Prog Svc	90000868	\$119,051	\$0	\$119,051
2022	102-500731	Contracts for Prog Svc	90000868	\$61,675	\$0	\$61,675
2023	102-500731	Contracts for Prog Svc	90000868	\$0	\$0	\$0
2024	102-500731	Contracts for Prog Svc	90000868	\$0	\$0	\$0
			<b>Total</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$400,000</b>

### EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion date and there are no renewal options available. The original contract was sole source because BioTrackTHC is an industry leader in therapeutic cannabis-related data systems and currently works with every Alternative Treatment Center (ATC) licensed by the State of New Hampshire for their seed-to-sale inventory tracking software system and point-of-sale software system needs.

The purpose of this request is to continue to utilize the web-based therapeutic cannabis registry database system, which provides enhanced security, performance, and capacity to process applications and to handle and store information, including personal health information. The extension will allow sufficient time for a new procurement and the development and implementation of the selected registry database solution for the therapeutic cannabis program, while maintaining functional administration of the program in the meantime. There is currently no viable internal solution that can replace the current contractor's database solution. The Department is actively assessing all available solicitation and procurement options and released a Request for Information on November 16, 2022.

Approximately 13,000 qualifying patients, 600 designated caregivers, and 1,200 certifying medical providers are currently registered with the program and are being supported by the current registry database system, and these numbers are expected to increase throughout the contract period ending December 31, 2024.

The Department will continue to monitor contracted services by:

- Conducting verification and validation reviews of the quality and completeness of project deliverables.
- Reviewing reporting of lessons learned with recommendations for incorporation of best practices into future projects.
- Reviewing project status reports summarizing the progress of ongoing projects, monitoring findings, and recommendations for improvements.
- Reviewing a Project Closure Report with a final Project Assessment, Findings, and Recommendations.

Should the Governor and Council not authorize this request, the Department will not have a web-based therapeutic cannabis registry database solution. The Department would need to revert to a Department-built MS Access database, which has not been used since July 2021, and is technically unstable. Reverting to this legacy system would 1) create risks to data security and data integrity, 2) decrease patient access to services by introducing programmatic inefficiencies for customer service, data management and retention, and compliance with statutory timeframes for processing applications, and 3) create operational risks for the state's licensed alternative treatment centers to continue to serve NH patients.

Area served: Statewide

Source of Funds: 100% Other Funds (Therapeutic Cannabis Program)

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

November 30, 2022

Lori Shibinette, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
29 Hazen Drive  
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source amendment with Bio-Tech Medical Software, Inc., as described below and referenced as DoIT No. 2019-059B.

The purpose of this request is to amend a contract with Bio-Tech Medical Software, Inc. to continue to utilize the therapeutic cannabis registry database services.

The Price Limitation will not change and remain \$400,000, effective upon Governor and Executive Council approval through December 31, 2024.

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

Sincerely,

A handwritten signature in cursive script that reads "Denis Goulet".

Denis Goulet

DG/jd  
DoIT #2019-059B

cc: Mike Williams, IT Manager

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Therapeutic Cannabis Inventory Tracking Software System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bio-Tech Medical Software, Inc. d/b/a BioTrackTHC ("the Contractor" or "the Vendor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #77), as amended on December 22, 2021 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2024
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director
3. Modify Form P-37, General Provisions, Section 10 Termination to read:
  - 10.1 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. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) days written notice to the State that the Contractor is exercising its option to terminate the Agreement.
  - 10.2 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 Service Agreement. In addition, at the State's discretion, the Contractor shall, within 30 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement in a form, subject matter and content as mutually agreed by the State and the Contractor.
4. Modify the Service Agreement, Section 4 Compensation for Services, Payment, Subsection A. Compensation, to add the following provisions:
  1. The portions of the Implementation Fee and related Services described in Section 4.A.i. (c)-(d) shall not be billed or performed by the Vendor.
  2. The monthly maintenance tier fee and related Services described in Section 4.A.i.-iii. shall not be billed or performed by the Vendor.
  3. The monthly maintenance and operations fee of \$5,000 per month and related Services described in Section 4.A.i.-iii. shall continue to be billed and performed by the Vendor, and

shall be reimbursed by the Department.

5. Modify the Service Agreement, Section Term, Subsection C Suspension and Termination, to delete the text and section term to read:

Reserved

6. Modify Exhibit A, Statement of Work, to remove all references related to online or web portals for patients, caregivers, and medical providers, and system functionality being released or available to these public groups.

7. Modify the Service Agreement to add a new Section, to read:

26. Regular and Periodic Data Extracts. The Vendor shall provide data extracts of the entire database to the Department once each month. The content, format, manner, and timing of such extracts shall be mutually agreed upon between the Department and the Vendor.

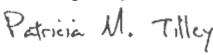
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective December 31, 2022, or upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/6/2022

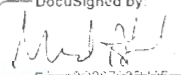
Date

DocuSigned by:  
  
Name: Patricia M. Tilley  
Title: Director

Bio-Tech Medical Software, Inc. d/b/a BioTrackTHC

12/6/2022

Date

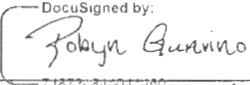
DocuSigned by:  
  
Name: Moe Afaneh  
Title: VP of Biotrack

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/6/2022

Date

DocuSigned by:  
  
Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

# State of New Hampshire

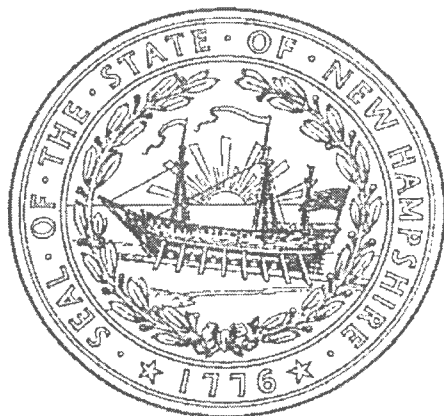
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BIO-TECH MEDICAL SOFTWARE, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on December 13, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **761246**

Certificate Number: **0005896886**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State





**CERTIFICATE OF AUTHORITY**

I, Max C. Wygod, hereby certify that:

1. I am the Executive Chairman of Forian Inc. and the sole director of its subsidiary, Bio-Tech Medical Software, Inc. d/b/a BioTrackTHC ("BioTrack").
2. I hereby confirm as of the date hereof that each of (a) **Daniel Barton**, Chief Executive Officer of BioTrack, and (b) **Moe Afaneh**, Vice President of BioTrack, is duly authorized on behalf of BioTrack to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his judgment be desirable or necessary to effect the purpose of this authorization.
3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority will remain valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind BioTrack. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: December 1, 2022

A handwritten signature in black ink, appearing to read "Max Wygod".

---

Max C. Wygod  
Sole Director  
Bio-Tech Medical Software, Inc.



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/05/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> AON RISK SERVICES SOUTH INC 3550 LENOX ROAD NORTHEAST SUITE 1700 ATLANTA GA 30326	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida <b>PHONE (A/C, No, Ext):</b> 833-506-1544 <b>FAX (A/C, No):</b> <b>EMAIL ADDRESS:</b> work.comp@trinet.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : Indemnity Insurance Company of North America      43575 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> TriNet Group, Inc. L/C/F Bio-Tech Medical Software, Inc. 1 Park Place, Suite 600 Dublin, CA 94568-7963	

**COVERAGES**      **CERTIFICATE NUMBER:** 15599613      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP,OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR, PARTNER/EXECUTIVE OFFICER, MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: Y/N      N/A			WLR_C7143137A	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Workers Compensation coverage is limited to worksite employees of Bio-Tech Medical Software, Inc. through a co-employment agreement with TriNet HR III, Inc..

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: center;"><i>Aon Risk Services South Inc</i></div>
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5B mac



Lori A. Shabinette  
Commissioner

Patricia M. Tilley  
Director

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

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December 1, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend to an existing contract with Bio-Tech Medical Software, Inc. d/b/a BioTrackTHC (VC#261504), Fort Lauderdale, FL to continue to utilize the commercial cannabis registry database services, by extending the completion date from December 31, 2021, to December 31, 2022, with no change to the price limitation of \$400,000 effective upon Governor and Council approval. 100% Other Funds (Therapeutic Cannabis Program).

The original contract was approved by Governor and Council on June 19, 2019, item #77.

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-90-901010-3899 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, THERAPEUTIC CANNABIS PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90000868	\$219,274	\$0	\$219,274
2021	102-500731	Contracts for Prog Svc	90000868	\$119,051	\$0	\$119,051
2022	102-500731	Contracts for Prog Svc	90000868	\$61,675	\$0	\$61,675
			<b>Total</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$400,000</b>

**EXPLANATION**

The purpose of this request is to extend the existing contract for one (1) year to continue to utilize the new commercial web-based cannabis registry database system, which provides enhanced security, performance, and capacity to process applications and to handle and store

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

information, including personal health information. This amendment also modifies the payment terms to ensure the Department is paying for services provided by the Contractor as they are delivered. The Department and Contractor have agreed to a fixed monthly fee of \$5,000 for ongoing monthly maintenance and operation costs. In addition, the Department and Contractor have agreed to a variable monthly maintenance tier fee of \$0.55 per active patient registered with the system.

The Department previously intended to go out to bid for a new registry database software system, but due to delays in implementing the system, it would be cost and time prohibitive to re-start implementation on a new system at this time. The Department is actively assessing all available solicitation and procurement options.

Approximately 13,000 qualifying patients, 600 designated caregivers, and 1,200 certifying medical providers are currently registered with the program and are being supported by the new registry database system; and this number is expected to increase throughout the contract period ending December 31, 2022.

The efficiencies and ease of use created by the new registry database system, particularly the ability of program applicants to submit information online, will lead to a reduction in the number of incomplete applications received. This, in turn, will increase the efficiency and timeliness of Department staff in issuing registry ID cards within the statutorily mandated timeframes. The Department will continue to accept paper applications from individuals choosing not to use the online portal. The new registry database system will also provide certifying medical providers with an online portal to electronically complete and submit written certifications for patients. Overall, the online system will allow external users to track their application status, update their information as needed, and renew their applications.

The Department will monitor contracted services by:

- Conducting verification and validation reviews of the quality and completeness of project deliverables.
- Reviewing reporting of lessons learned with recommendations for incorporation of best practices into future projects.
- Reviewing weekly project status reports summarizing the progress of ongoing projects, monitoring findings, and recommendations for improvements.
- Reviewing a Project Closure Report with a final Project Assessment, Findings, and Recommendations.

Should the Governor and Council not authorize this request, the Department will not have a commercial cannabis web-based registry database solution and will:

- Be unable to implement the Office of Legislative Budget Assistant's performance audit recommendation to maintain a registry database capable of tracking application processing and issuance time to ensure compliance with State law;
- Be forced to revert to its antiquated, unstable, and unsupported former MS Access database;
- Be unable to offer the long-expected customer-facing on-line application system and need to rely exclusively on a manual, paper-based application process.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

- Lose all efficiencies gained from the use of the new system with regard to customer service, data management and retention, and compliance with statutory timeframes.
- Need to re-procure for a registry database solution, at significant cost of time and resources.

Area served: Statewide

Source of Funds: 100% Other Funds (Therapeutic Cannabis Program)

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:  
*Lori A. Shibinette*  
24DAB37ED8EB488...

Lori A. Shibinette  
Commissioner



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

27 Hazen Dr., Concord, NH 03301  
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**Denis Goulet**  
*Commissioner*

December 3, 2021

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Bio-Tech Medical Software, Inc. (VC #261504), of Fort Lauderdale, FL. The contract is further described below and referenced as DoIT # 2019-059A.

The purpose of this request is to extend the existing contract for one (1) year to continue to utilize the new commercial web-based cannabis registry database system, which provides enhanced security, performance, and capacity to process applications and to handle and store information, including personal health information. This amendment also modifies the payment terms to ensure the Department is paying for services provided by the Contractor as they are delivered. There is no change to the contract price limitation.

This amendment shall become effective upon Governor and Executive Council approval through December 31, 2022.

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

Sincerely,

Denis Goulet

DG/ik  
2019-059A

cc: Michael Williams, DOIT IT Manager



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Commercial Cannabis Inventory Tracking Software System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bio-Tech Medical Software, Inc. d/b/a BioTrackTHC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #77), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2022
2. Modify the Service Agreement, Section 4 Compensation for Services, Payment, Subsection A. Compensation, to read:
3. Compensation for Services, Payment.

A. *Compensation.*

- i. For performing the Services, Vendor shall be paid by DHHS an Implementation Fee. DHHS will also pay a monthly maintenance and operation fee as services are delivered to DHHS and a monthly maintenance tier fee after the System "Goes Live". The amount of the Implementation Fee shall be \$155,000 and payment shall be as follows: (a) \$15,500 due no later than thirty (30) business days after completion of the Project Management Plan; (b) \$69,750 due no later than thirty (30) business days after completion of Technical Design and Configuration; (c) \$62,000 due no later than thirty (30) business days after completion of User Acceptance Testing and Training; (d) \$7,750 due no later than thirty (30) business days after completion of "Go-Live", which is more particularly described in the Statement of Work, and notwithstanding anything to the contrary in this Agreement, shall specifically be subsequent to the completion of the Preliminary Services and the implementation and availability of the TCP Patient Registry System solution to DHHS. DHHS shall pay an ongoing monthly maintenance and operation fee of \$5,000 as services are delivered and accepted by DHHS. Upon completion of "Go-Live", DHHS shall pay a monthly maintenance tier fee. The monthly maintenance tier fee is based on the number of active patients registered at the end of each month. The monthly maintenance tier fee is \$0.55 per active patient. Active patient means a qualifying patient, as defined in RSA 126-X, who has been approved for the NH Therapeutic Cannabis Program and is legally authorized to possess cannabis for therapeutic use.
- ii. All payments of the maintenance and operation fee and the maintenance tier fees due and payable hereunder shall be invoiced electronically by Vendor on the 1st of each calendar month and shall be due and payable on or before thirty (30) business days from receipt of invoice.

- iii. Invoicing and/or payments for the monthly maintenance and operation fee will begin as services are delivered to DHHS. The monthly maintenance tier fee will begin at the end of the first month the TCP Patient Registry System "Goes-live" on a pro-rata basis, and in no event will any payments be due until after DHHS has confirmed the TCP Patient Registry System is operational for the use intended by DHHS

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/29/2021

\_\_\_\_\_  
Date

DocuSigned by:  
*Patricia M. Tilley*

\_\_\_\_\_  
Name: Patricia M. Tilley  
Title: Director

Bio-Tech Medical Software, Inc. d/b/a BioTrackTHC

11/29/2021

\_\_\_\_\_  
Date

*Moe Afaneh*  
\_\_\_\_\_  
Name: Moe Afaneh  
Title: Vice President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/30/2021

\_\_\_\_\_  
Date

DocuSigned by:  
*J. Christopher Marshall*  
D58D458E80D4403...

\_\_\_\_\_  
Name: J. Christopher Marshall

Title:  
Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BIO-TECH MEDICAL SOFTWARE, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on December 13, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 761246

Certificate Number: 0005411098



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of July A.D. 2021.

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

William M. Gardner  
Secretary of State

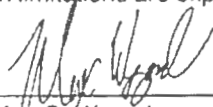


**CERTIFICATE OF AUTHORITY**

I, Max C. Wygod, hereby certify that:

1. I am the Executive Chairman of Forian Inc. and the sole director of its subsidiary, Bio-Tech Medical Software, Inc. ("BioTrack").
2. I hereby confirm as of the date hereof that each of (a) **Daniel Barton**, Chief Executive Officer of BioTrack, and (b) **Moe Afaneh**, Vice President of BioTrack, is duly authorized on behalf of BioTrack to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his judgment be desirable or necessary to effect the purpose of this authorization.
3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority will remain valid for ninety (90) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind BioTrack. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: November 29, 2021

  
\_\_\_\_\_  
Max C. Wygod  
Sole Director  
Bio-Tech Medical Software, Inc.



JUN05'19 AM 9:35 DAS

77 mac



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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

May 28, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Bio-Tech Medical Software, Inc., d/b/a BioTrackTHC, Contractor #261504, 6750 N. Andrews 6750 N. Andrews Avenue, Suite 325, Fort Lauderdale, FL 33309, to provide commercial cannabis registry database services, in an amount not to exceed \$400,000, effective upon Governor and Executive Council approval, through December 31, 2021. 100% Other Funds.

Funds are anticipated to be available in State Fiscal Year (SFY) 2020, SFY 2021, and SFY 2022 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

**05-95-90-901010-3899 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, THERAPEUTIC CANNABIS PROGRAM**

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contracts for Prog Svc	90000868	\$219,274
SFY 2021	102-500731	Contracts for Prog Svc	90000868	\$119,051
SFY 2022	102-500731	Contracts for Prog Svc	90000868	\$61,675
			<b>Total</b>	<b>\$400,000</b>

**EXPLANATION**

This request is **sole source** because BioTrackTHC is an industry leader in cannabis-related data systems and currently works with every Alternative Treatment Center (ATC) licensed by the State of New Hampshire for their seed-to-sale inventory tracking software system and point-of-sale software system needs. Utilizing the same Contractor used by ATC licensees reduces the administrative burden of and ensures consistency across ATC service platforms, and allows the Department to keep the number of databases containing private health information surrounding the Therapeutic Cannabis Program (TCP) to a minimum. There will be no extension to this agreement and the Department will initiate a competitive procurement for services no later than nine months prior to the expiration of the contract.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

The purpose of this request is to replace the current TCP patient registry system, currently a combination of paper applications and an unsupported Microsoft Access database, with a commercial, off-the-shelf product that provides enhanced security, performance, and capacity to handle and store information. The Contractor will migrate existing data to and test the new system, as well as train Department staff on system use.

As of the date of this letter, there are approximately 8,000 qualifying patients, 450 designated caregivers, and 1,070 certifying medical providers registered with the program. The Department expects these numbers to increase throughout the course of the agreement. Department projections estimate approximately 13,000 registered patients at the end of the agreement term in December 2021.

The new TCP Patient Registry System (PRS) will provide TCP staff with the ability to electronically process and track patient and caregiver TCP program card registration applications, electronically process and track written certifications for providers, print patient and caregiver registry identification cards, manage and house ATC information, and produce system, operational, and decision making reports and dashboards. Further, the new PRS will provide the Department with access to an internal user system, and create an online portal for New Hampshire residents to register as a qualifying patients, and/or designated caregivers, by electronically filing an application, uploading documentation, tracking application status, and updating information as needed to maintain qualifying patient and/or designated caregiver status. The Department will still accept paper applications from those who choose not to use the online portal. The new PRS will also provide certifying medical providers with an online portal to electronically complete and file written certifications for patients, track application status, and update information as needed.

It is the expectation of the Department that the efficiencies and ease of use created by the new PRS, particularly the ability of program applicants to submit information online, will lead to a reduction in the number of incomplete applications received. This, in turn, will increase the efficiency of Department staff in issuing registry ID cards within the statutorily mandated period.

The Department will use the following performance measures and deliverables to monitor and ensure the performance and effectiveness of the Contractor:

- Contractor will conduct verification and validation reviews of the quality and completeness of project deliverables, which include but are not limited to a Project Management Plan, Project Schedule, a Requirements Traceability Matrix, a Data Migration Plan, a System Architecture and Security Plan, a Test Plan and Test Scripts, an Implementation Plan, DHHS project status reports, and a Disaster Recovery Plan.
- Contractor will provide a comprehensive report of lessons learned with recommendations for incorporation of best practices into future projects.
- Contractor will provide the Department with weekly project status reports summarizing the progress of ongoing projects, monitoring findings, and recommendations for improvements.
- Contractor will provide a Project Closure Report with a final Project Assessment, Findings, and Recommendations.
- Contractor will provide System and Functional Administrator Training, End User Training, and Product User Guides and Training Manuals.

Area served: Statewide.

Source of Funds: 100% Other Funds.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

In the event that the Other Funds, Agency Income, become no longer available, the Department will not request General Funds to support this program during the initial term of the agreement.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doi](http://www.nh.gov/doi)

**Denis Goulet**  
*Commissioner*

June 3, 2019

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a sole source contract with Bio-Tech Medical Software, Inc. (VC #261504), of Fort Lauderdale, FL. The contract is further described below and referenced as DoIT # 2019-059b.

The purpose of this contract is for Bio-Tech Medical Software, Inc to provide for commercial cannabis registry database services, replacing the current Therapeutic Cannabis Program (TCP) Patient Registry System (PRS) which is a combination of paper applications and a Microsoft Access database. The new system will provide the ability to electronically process and track patient and caregiver TCP program card registration applications, process certifications for providers, print patient and caregiver registry ID cards as well as provide reports and a dashboard. The new PRS will also provide the department with access to an internal user system and create an on-line portal for NH residents to register electronically.

The amount of the contract is not to exceed \$400,000 and shall become effective upon Governor and Executive Council approval through December 31, 2021.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/ik  
2019-059b

cc: Denise Sherbourne, DHHS Contracts

Subject: Commercial Cannabis Inventory Tracking Software System (SS-2019-DPHS-17-TCPPR)


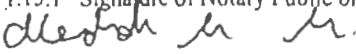
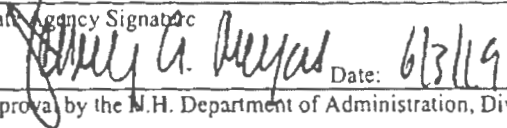

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bio-Tech Medical Software, Inc. d/b/a BioTrackTHC		1.4 Contractor Address 6750 N. Andrews Avenue, Suite 325 Fort Lauderdale, FL 33309	
1.5 Contractor Phone Number 954.271.2087	1.6 Account Number 05-95-90-901010-3899	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patrick Vo, CEO	
1.13 Acknowledgement: State of <u>Colorado</u> , County of <u>Denver</u> On <u>6/31/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <p><b>ALESSANDRA MARIA MANCUSO</b>                      Notary Public - State of Colorado                      Notary ID 20164032415                      My Commission Expires Aug 23, 2020</p> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Alessandra M. Mancuso - Notary Public			
1.14 State Agency Signatory  Date: <u>6/3/19</u>		1.15 Name and Title of State Agency Signatory Jeffrey Meyers DHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/4/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

**Agreement.** This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials NA  
Date 5-30-2019

**SERVICES AGREEMENT BY AND AMONG THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES AND BIO-TECH MEDICAL  
SOFTWARE, INC. FOR A COMMERCIAL CANNABIS INVENTORY TRACKING  
SOFTWARE SYSTEM (ITSS)**

This Services Agreement (the "**Agreement**") by and among the New Hampshire Department of Health and Human Services ("**DHHS**"), and Bio-Tech Medical Software, Inc., a Florida corporation d/b/a BioTrackTHC ("**Vendor**"), shall be effective upon Governor & Executive Council approval ("**Effective Date**").

**RECITALS**

1. In July 2013, the New Hampshire law RSA 126-X created an exemption in state law from criminal penalties for the therapeutic use of cannabis, *provided that* its use is in compliance with RSA 126-X (the "**Therapeutic Cannabis Program**"). The New Hampshire Legislature placed the responsibility for administering the program within the DHHS. Subsequently, DHHS established the self-funded, Office of Therapeutic Cannabis Program (the "**TCP**").

2. Following adoption of the Therapeutic Cannabis Program Administrative rules (He-C 401 and He-C 402), the TCP began issuing Therapeutic Cannabis Registry Identification Cards in December 2015. To meet the immediate TCP business needs, DHHS's Office of Information Services developed an interim patient registry solution. The solution utilizes an MS Access database as its source of TCP applicant control and maintenance. The patient registry application process is paper based and managed by the TCP.

3. For enhanced security, performance, and expansion purposes, DHHS and Vendor are seeking a Commercial Off-the-Shelf (COTS) product to replace its current patient registry solution. To meet current business needs, the "**TCP Patient Registry System**" will: (i) provide TCP staff with the ability to electronically process and track patient and caregiver card registration applications, electronically process and track written certifications for providers, seamlessly print patient and caregiver registry identification cards utilizing housed system data, manage and house Alternative Treatment Center (ATC) information, and produce system, operational, and decision-making reporting and dashboards; (ii) provide internal DHHS user system access; (iii) provide New Hampshire residents with an online portal to register as a qualifying patient (as that term is defined in RSA 126-X) by electronically completing and filing an application, uploading documentation, tracking application status, and updating information as needed to maintain status as qualifying patients; (iv) provide designated caregivers (as that term is defined in RSA 126-X) with an online portal to electronically complete and file their applications, upload documentation, track their application status, and update their information as needed to maintain their status as designated caregivers; and (v) provide certifying medical providers (as that term is defined in RSA 126-X) who have been prior authorized by DHHS with an online portal to electronically complete and file their patients' written certifications, track application status, and update information as needed.

4. The parties to this Agreement will replace the existing patient registry solution, migrate the existing data to the new COTS system, test the system, and then Vendor will product train DHHS users on the new system (collectively, the "**Preliminary Services**"). This project will facilitate TCP productivity and security for DHHS staff, provide DHHS staff with reporting and program management metrics, and better enable DHHS to meet its statutory requirements for timely review of applications. DHHS will determine the timeline to release the system for full functionality to patients, caregivers, and providers and will make its best effort to release full functionality as soon as practicable. All system data (qualifying patients, designated caregivers, and certifying medical providers, and ATCs) are and will remain the property of DHHS. Vendor shall execute a Business Associate Agreement, the form of which is **Exhibit I** to this Agreement, with respect to protected health information that will be a part of the system data, which is protected under the Health Insurance Portability and Accountability Act (HIPAA). The project will be complete (as described herein) and available to DHHS staff within five (5) months of the project kick-off meeting, which shall be scheduled subsequent to the receipt of the Initial Implementation Fee as described



within Section 4.A.(i) below. DHHS will determine when the system functionality will be released to patients, caregivers, and providers. The Vendor shall not be liable for any failure of or delay in the implementation of this Agreement should a delay be originated by either DHHS or another State Agency. Any such delay or postponement shall be mutually agreed to by both DHHS and the Vendor.

5. DHHS desires to engage an independent Vendor proficient in the field to develop, operate, maintain, control, secure, and support all aspects of a cloud-based TCP Patient Registry System solution.

6. Vendor has demonstrated competence, experience, proficiency, and qualifications with patient registry solutions in other states adequate to develop, operate, maintain, control, secure, and support all aspects of a TCP Patient Registry System solution (the "Services"), and DHHS desires to retain Vendor to perform the Services on the terms and conditions set forth in this Agreement.

## AGREEMENT

**NOW THEREFORE**, based on the mutual covenants, conditions, and terms recited herein and made a material part hereof, the parties agree as follows:

1. Recitals. Recitals 1, 2, and 5 set forth above are acknowledged by DHHS to be true and correct and are incorporated herein by reference. Recitals 3, 4, and 6 set forth above are acknowledged by Vendor to be true and correct and are incorporated herein by reference.

2. Scope of Services. DHHS hereby retains Vendor, Vendor hereby agrees to perform the Services as more fully set forth in the **Statement of Work** attached hereto as **Exhibit A**, and DHHS agrees to fully fund the performance of the Services by Vendor for the fees set forth herein. State funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between SFYs through the Budget Office if need and justified, without approval from the Governor and Executive Council.

3. Standards of Performance.

A. *Standard of Care*. The standard of care for the Services performed or furnished by Vendor under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time.

B. *Accuracy of Services*. DHHS and the Vendor working collaboratively shall be responsible for discovering deficiencies in the technical accuracy of the Services performed by Vendor under this Agreement. Vendor shall correct any such deficiencies in technical accuracy based on the SLA timeframe within Exhibit 5 – S1.11 without additional compensation except to the extent such corrective action is directly attributable to deficiencies in DHHS-furnished information, which Vendor shall still use its best efforts to correct such deficiencies but shall be permitted to charge for the time spent doing so as set forth herein. However, DHHS shall be responsible for, and Vendor may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by DHHS to Vendor pursuant to this Agreement. DHHS shall use its best efforts to provide accurate and complete information to Vendor. Vendor may use such requirements, programs, instructions, reports, data, and information in performing or furnishing Services under this Agreement.

C. *Intellectual Property*. Vendor hereby represents and warrants to DHHS that it owns all intellectual property rights in the Services, and that the Services, and Vendor's performance of this Agreement, shall not infringe upon any third party's intellectual property rights.

D. Vendor agrees that all staff shall be appropriately trained to safeguard the confidentiality and privacy of the information of any patient cardholder or caregiver contained in the registry, as required by state administrative rule, and state and federal law, including, if applicable, 42 CFR Part 2.

4. Compensation for Services, Payment.

A. *Compensation*.

(i) For performing the Services, Vendor shall be paid by DHHS an Implementation Fee. DHHS will also pay a monthly maintenance and operation fee and an monthly maintenance tier fee after the System "Goes Live". The amount of the Implementation Fee shall be \$155,000 and payment shall be as follows: (a) \$15,500 due no later than thirty (30) business days after completion of the Project Management Plan; (b) \$69,750 due no later than thirty (30) business days after completion of Technical Design and Configuration; (c) \$62,000 due

no later than thirty (30) business days after completion of User Acceptance Testing and Training; (d) \$7,750 due no later than thirty (30) business days after completion of "Go-Live", which is more particularly described in the Statement of Work, and notwithstanding anything to the contrary in this Agreement, shall specifically be subsequent to the completion of the Preliminary Services and the implementation and availability of the TCP Patient Registry System solution to DHHS. Upon completion of "Go-Live", DHHS shall pay an ongoing monthly maintenance and operation fee of \$3,000, and a monthly maintenance tier fee. The monthly maintenance tier fee per ATC license is based on the number of patients registered with each separate ATC license at the end of each month. The monthly maintenance tier fee schedule is: \$1.00 per patient for each ATC license while its respective patient count is between 1 to 1,000 patients; \$0.65 per patient for each ATC license once its respective patient count is between 1,001 to 2,000 patients; \$0.60 per patient for each ATC license once its respective patient count is between 2,001 to 2,500 patients; and \$0.55 per patient for each ATC license once its respective patient count is at or above 2,501.

- (ii) All payments of the maintenance and operation fee and the maintenance tier fees due and payable hereunder shall be invoiced electronically by Vendor on the 1st of each calendar month and shall be due and payable on or before thirty (30) business days from receipt of invoice.
  - (iii) Invoicing and/or payments for the monthly maintenance and operation fee and the monthly maintenance tier fee will begin at the end of the first month the TCP Patient Registry System "Goes-live" on a pro-rata basis, and in no event will any payments be due until after DHHS has confirmed the TCP Patient Registry System is operational for the use intended by DHHS
- B. *System Change Requests.* Vendor shall be compensated by DHHS for System modifications and/or core enhancements made at the request of DHHS at Vendor's standard hourly rates, which in no event will exceed \$199.00 per hour. Prior to performing any such modifications or core enhancements, Vendor shall estimate the costs therefor and provide the same to DHHS. Vendor shall submit estimated Level of Effort documentation for each requested change. DHHS must provide a deposit of 80% of the estimated Level of Effort prior to the development of the requested modification or enhancement. Once the modification or enhancement has been tested and released to the live system, the Vendor will bill for the actual time used. Such costs shall be paid for by DHHS.
- C. *Application Security Testing.* Vendor shall be compensated by DHHS for costs associated with audit testing; reference Exhibit S, T1.13 and H3.6. Prior to performing any such testing, Vendor shall estimate the costs therefor and provide the same to DHHS for approval. Vendor shall submit estimate documentation for each testing cycle. DHHS must provide a deposit of 80% of the estimate testing cycle prior to the start of testing. Such costs shall be paid for by DHHS.
- D. *Payments.* The parties hereto acknowledge and agree that DHHS will be solely and exclusively responsible for the payment to Vendor for Services rendered under this Agreement.
- E. *Withholding of Payment.* DHHS may withhold payment of all or any portion of that provided for by this Agreement in the event that the Vendor has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Vendor fails to maintain reasonable progress toward completion of the Services or any component thereof. Such withholding of payment shall not be deemed to be a breach of this Agreement by DHHS.

Term.

- A. *Term.* This Agreement shall commence upon Governor and Executive Council approval and remain in full force and effect until December 31, 2021. At the conclusion of this Agreement, Vendor shall promptly deliver all data and reports generated to DHHS in the electronic format specified by DHHS.
- B. *Time for Completion.* Vendor shall complete all Services in accordance with the schedule set forth in **Exhibit A**.
- C. *Suspension and Termination.*
  - (i) Suspension. At any time and for any reason, upon five (5) days written notice to Vendor, DHHS may temporarily suspend Vendor's performance of the Services. In such event, Vendor shall perform no additional Services under this Agreement until DHHS has provided written notice to Vendor to re-commence performance of the Services.
  - (ii) Termination. The obligation to provide Services under this Agreement may be terminated for cause by Vendor or without cause by DHHS upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of such notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

5. Independent Vendor. Vendor, in performing Services, shall act as an independent Vendor and shall have control of its work and the manner in which it is performed. The Vendor shall be free during the Term to contract to and to perform services for other third parties similar to the Services performed hereunder. Vendor is not to be considered an agent or employee of DHHS. Vendor agrees to furnish at Vendor's own expense all equipment, services, tools, labor, and materials necessary to perform the Services under this Agreement.

6. Insurance. During the Term, and for one (1) year thereafter, Vendor shall maintain the following types and amounts of insurance, and at the request of DHHS, shall provide Certificates of Insurance as set forth below.

- A. *Commercial General Liability.* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for DHHS shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
- B. *Intentionally Omitted.*
- C. *Workers Compensation Insurance.* By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Worker's Compensation"). To the extent the Vendor is subject

to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Worker's Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contracting Officer identified in block 1.9 of the P-37, or his or her successor, proof of Worker's 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. DHHS shall not be responsible for payment of any Worker's Compensation premiums or for any other claim or benefit for Vendor, or any subcontractor or employee of Vendor, which might arise under applicable State of New Hampshire Worker's Compensation laws in connection with the performance of the Services under this Agreement.

D. *Cyber Liability Insurance.* Vendor agrees to purchase a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific Services described in this Agreement:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules, or regulations globally, now or hereinafter constituted or amended; Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

with a minimum limit of \$5,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of Agreement, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of Vendor or a sub-Vendor working on behalf of Vendor in performing Services under this Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of DHHS.

E. *Excess or Umbrella Liability Insurance (Over Primary).* If used to meet limit requirements, Vendor shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop-down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to

contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DHHS before DHHS's insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to DHHS for injury to employees of Vendor, sub-Vendors or others involved in performing Services under this Agreement. The scope of coverage provided is subject to approval of DHHS following receipt of proof of insurance as required herein.

- F. *Professional or Errors and Omissions Insurance, as Appropriate.* Coverage specifically designed to protect against acts, errors or omissions of Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the Effective Date of this Agreement.
- G. *General Conditions Pertaining to Insurance.*
- (i) Vendor shall have its insurer endorse the third party general liability coverage to include as additional insureds the DHHS, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Vendor's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the DHHS. Vendor's policy shall not seek contribution from the DHHS's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
  - (ii) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 7 shall be available to DHHS as an additional insured. Furthermore, the requirements for coverage and limits shall be (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy proceeds available to the named insured, whichever is greater.
  - (iii) All self-insured retentions ("SIR") must be disclosed to DHHS for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or DHHS.
  - (iv) DHHS reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of DHHS's right.
  - (v) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to DHHS.
  - (vi) Vendor agrees to waive subrogation rights against DHHS regardless of the applicability of any insurance proceeds, and to require that all sub-Vendors and sub-sub-Vendors do likewise.
  - (vii) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Vendor's general liability policy, shall be delivered to DHHS on or prior to the Effective Date.
  - (viii) All coverage types and limits required are subject to approval, modification, and additional requirements by DHHS, as the need arises. Vendor shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect DHHS's protection without DHHS's prior written consent.

- (x) DHHS reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Vendor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Vendor, DHHS will negotiate additional compensation proportional to the increased benefit to DHHS.
- (x) In the event Vendor fails to obtain or maintain completed operations coverage as required by this Agreement, DHHS at its sole discretion may purchase the coverage required and the cost will be paid by Vendor.

7. Indemnity. The Vendor shall defend, indemnify, and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. The covenant in paragraph 8 shall survive the termination of this Agreement.

8. Subcontracting. No Services covered by the Agreement shall be subcontracted without the prior written consent of DHHS. In the event subcontracting is approved, and the Vendor delegates a function to the subcontractor, the Vendor shall do the following:

- A. Evaluate the prospective subcontractor's ability to perform the activities before delegating the function.
- B. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate.
- C. Monitor the subcontractor's performance on an ongoing basis.
- D. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.

9. Title to Data and Documents. Vendor agrees that all data, reports, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of DHHS upon delivery. DHHS may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Agreement. DHHS agrees that the TCP Patient Registry System and all computer program code created, used, and/or developed by Vendor in performance of this Agreement is confidential and proprietary to and the property of Vendor. Said proprietary information shall be held as confidential and not disclosed to the public in accordance with New Hampshire or other applicable law.

10. Permits and Licenses. Prior to the Effective Date, Vendor shall obtain and maintain throughout the Term all licenses required by applicable New Hampshire or other applicable law.

11. Modification, Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing of subsequent date hereto, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

12. Assignment. The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of DHHS.

13. Audit of Records. Vendor shall submit an annual audit to the DHHS within sixty (60) days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office as they pertain to financial compliance audits.

- A. Audit and Review: During the Agreement term and the period for retention hereunder, DHHS and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- B. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed by Vendor that Vendor shall be held liable for any state or federal audit exceptions and shall return to DHHS all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

14. Designated Representatives. With the execution of this Agreement, Vendor and DHHS shall designate specific individuals to act as Vendor's and DHHS's representatives with respect to the Services to be performed or furnished by Vendor and responsibilities of DHHS under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party.

15. Governing Law. This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of New Hampshire. In any action or proceeding that may be brought from or connected in any way to this Agreement, the laws of the State of New Hampshire shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Merrimack County, New Hampshire.

16. Disputes. DHHS and Vendor agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue non-binding mediation as a means to settle any dispute.

17. Entire Agreement. This Agreement together with the exhibits identified below constitute the entire Agreement between DHHS and Vendor for the Services and supersedes all prior written or oral understandings as it relates to New Hampshire Department of Health and Human Services' TCP Patient Registry System.

18. Nondiscrimination. In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Vendor. In addition, the Vendor shall comply with all applicable copyright laws. During the term of this Agreement, the Vendor 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. If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor's books, records



and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

19. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, by facsimile, by certified mail, return receipt requested, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

20. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations by a court of competent jurisdiction and venue shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon DHHS and the Vendor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

21. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22. Timeliness. Time is of the essence in this Agreement. Vendor shall proceed with and complete the Services in an expeditious manner.

23. Waiver. Neither the acceptance of Vendor's work nor the payment thereof shall constitute a waiver of any provision of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision for the remainder of this Agreement.

24. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

**Exhibit A** – Statement of Work

**Exhibit I** – Health Insurance Portability and Accountability Act Business Associate Agreement

**Exhibit K** – DHHS Information Security Requirements

**Exhibit S** – Security Review Requirements Matrix

**Exhibit B** – Methods and Conditions Precedent to Payment

In the event of conflict between the terms and conditions of this Agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto.

25. Attorney's Fees. Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

**[Signature Pages Follow]**

**IN WITNESS WHEREOF**, the person executing this Agreement on behalf of DHHS warrants and represents that he/she has the authority to execute this Agreement on behalf of DHHS and has the authority to bind DHHS to the performance of its obligations hereunder.

**DHHS:**

STATE OF NEW HAMPSHIRE DEPARTMENT  
OF HEALTH AND HUMAN SERVICES

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

*Jerry A. Meyer*

*Commissioner DHHS*

*6/1/19*

**IN WITNESS WHEREOF**, the person executing this Agreement on behalf of Vendor warrants and represents that he/she has the authority to execute this Agreement on behalf of Vendor and has the authority to bind Vendor to the performance of its obligations hereunder.

**VENDOR:**

**BIO-TECH MEDICAL SOFTWARE, INC.**

By:  \_\_\_\_\_

Name: *Patrick Vo*

Title: *CEO*

Date: *5-30-2019*

# **Exhibit A**

## **Statement of Work**



*State of New Hampshire*  
*Department of Health and Human Services*  
**Patient Registry System for**  
*Therapeutic Cannabis Program (TCP)*

**May 2019**

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## **CHAPTER 1 – STATEMENT OF PURPOSE / NEED**

### **1.1 PROJECT OVERVIEW**

This statement of work (SOW) is for the design, implementation, and support of the New Hampshire Department of Health and Human Services (DHHS), Therapeutic Cannabis Program (TCP). Vendor is to provide industry standard services and deliverables for the following initiative: TCP Patient Registry System.

### **1.2 PROJECT DESCRIPTION**

In July 2013 the New Hampshire law, RSA 126-X, created an exemption in state law from criminal penalties for the therapeutic use of cannabis provided that its use is in compliance with RSA 126-X. The NH Legislature placed the responsibility for administering the program within the NH Department of Health and Human Services (hereinafter known as DHHS). Subsequently, DHHS established the self-funded Office of Therapeutic Cannabis Program (hereinafter known as TCP).

With the passing of the Therapeutic Cannabis Program administrative rules (He-C 401 and He-C 402), the TCP began issuing Therapeutic Cannabis Registry Identification Cards in December 2015. To meet the immediate TCP business needs, DHHS's Office of Information Services developed a homegrown patient registry identification card solution. The solution utilizes an MS Access database as its source of TCP applicant control and maintenance. The patient registry application process is paper based and managed by the TCP.

For enhanced security, performance, and expansion, DHHS is seeking a COTS product to replace its current patient registry solution. To meet current business needs the TCP Patient Registry System will (i) provide TCP staff with the ability to electronically process and track patient and caregiver card registration applications, electronically process and track written certifications for providers, seamlessly print patient and caregiver registry cards utilizing housed system data, manage and house Alternative Treatment Center (ATC) information, and produce system, operational, and decision-making reporting and dashboards; (ii) provide internal DHHS user system access; (iii) provide New Hampshire residents with an online portal to register as a qualifying patient (as that term is defined in RSA 126-X) including electronically completing and filing their applications, uploading documentation, tracking their application status, and updating their information as needed to maintain their status as qualifying patients; (iv) provide designated caregivers (as that term is defined in RSA 126-X) with an online portal to electronically complete and file their applications, upload documentation, track their application status, and update their information as needed to maintain their status as designated caregivers; and (v) provide certifying medical providers (as that term is defined in RSA 126-X) who have been prior authorized by DHHS with an online portal to electronically complete and file their patients' written certifications, track application status, and update information as needed.

DHHS and Vendor will replace the existing Patient Registry solution, migrate the data to the new COTS system, test the system, and then Vendor will product train DHHS users on the new system. This project will facilitate TCP productivity and security for DHHS staff, and provide DHHS staff with reporting and program management metrics. All system data (qualifying patients, designated caregivers, and certifying medical providers) is and will remain the property of DHHS. The project will be complete within five (5) months of the project kick-off meeting. The project kick-off meeting will be scheduled on a date that is mutually agreed upon by the Vendor and DHHS.

**PROJECT TIMELINE**

The project’s design, development, and implementation and the Preliminary Services will be completed within five (5) months of the project kick-off meeting. A detailed project schedule will be developed and delivered to DHHS, by the Vendor, within ten (10) business days of the project kick-off meeting. The project kick-off meeting shall be scheduled on a date that is mutually agreed upon by the Vendor and DHHS. The schedule will reflect Vendor and DHHS mutually agreed upon deliverables.

**1.3 PROJECT ORGANIZATION AND GOVERNANCE**

For a comprehensive list of key DHHS staff associated with this project and their role, refer to Table 1.

**Table 1: DHHS staff associated with the TCP Patient Registry System Project**

Role	Responsibilities
Project Sponsor	<ul style="list-style-type: none"> <li>• Securing resources</li> <li>• Resolving issues on a timely basis</li> <li>• Final Acceptance &amp; Sign-off</li> </ul>
DPHS Business Lead	<ul style="list-style-type: none"> <li>• Identifying and requesting State Resources</li> <li>• Liaison between Project Team and DHHS Senior Leadership</li> <li>• Mitigating risks &amp; Issues</li> <li>• Approving schedule adjustments</li> <li>• Approving Change Orders</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Directly interfacing with Vendor</li> <li>• Assisting the State Project team with monitoring and tracking progress</li> <li>• Managing significant issues and risks</li> <li>• Coordinating and scheduling project team meetings</li> <li>• Approving meeting minutes/notes</li> </ul>
System Engineer	<ul style="list-style-type: none"> <li>• Ensuring all business and technical requirements are met</li> <li>• Attending project team meetings</li> <li>• Reviewing and approving technical documents</li> <li>• Reviewing and recommending approval/disapproval of Change Orders</li> <li>• Recommending acceptance of test results</li> <li>• Recommending approval/disapproval for “go-live”</li> </ul>
Business Analyst/Subject Matter Expert (SME)	<ul style="list-style-type: none"> <li>• Interpreting business requirements</li> <li>• Attending project team meetings</li> <li>• Reviewing technical documents</li> <li>• Reviewing Change Orders</li> <li>• Participating in system testing</li> </ul>
Database Administrator	<ul style="list-style-type: none"> <li>• Assisting with the migration of legacy data to vendor’s database</li> <li>• Attending project team meetings when needed</li> <li>• Participating in system testing</li> </ul>

## **CHAPTER 2 – SCOPE OF WORK**

### **2.1 OVERVIEW**

New Hampshire DHHS, Therapeutic Cannabis Program (TCP) seeks a Vendor that offers innovative project processes, approaches, and tools to design, implement, and support the TCP Patient Registry System project.

Per this Scope of Work, the Vendor will report (through a designated point of contact) directly to TCP Patient Registry System Project Sponsor or designees. The Vendor will evaluate and assess the TCP Patient Registry System throughout the Agreement term. System architectural diagrams and project documents will be provided to the DHHS System Engineer and Project Manager, who will, in turn, distribute these materials to the Project Sponsor to facilitate project decision-making as needed.

The Vendor will review and evaluate all aspects of the project and provide analysis, feedback, and suggested improvements to ensure the quality and success of the TCP Patient Registry System. The Vendor will examine TCP Patient Registry System artifacts, deliverables, LEAN analysis, and written and oral communications to evaluate the effectiveness of DHHS project management practices (including scope, cost, schedule, risk, quality, and other measures of project management) and project execution.

The Vendor shall perform a project assessment to independently identify, analyze, and validate the major risks facing the project. The Vendor shall design, implement, and support an industry-standard Therapeutic Cannabis Program Patient Registry System with web portal capability to DHHS, prospective and existing qualifying patients, designated caregivers, and certifying medical providers.

### **2.2 LIST OF VENDOR RESPONSIBILITIES**

The Vendor will provide design, development, and implementation and support services.

The Vendor will possess the professional and technical staff sufficient in number to timely perform the project and support services required by this Agreement and the staff will have sufficient skills and experience to perform the services assigned to them.

All of the services to be furnished by the Vendor under the Agreement shall meet the professional standard and quality that prevail among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout New Hampshire under the same or similar circumstances.

During the term of the Agreement, the Vendor will maintain all licenses, permits, qualifications, insurance, and approvals of whatever nature that is legally required to perform the services.

#### **2.2.1 Perform Project Monitoring**

The Vendor will perform ongoing project monitoring activities and will review and validate issues/deficiencies/risks identified with the project. Project monitoring activities will include:

- Providing personnel, processes, approaches, and tools to perform project and support services for the TCP Patient Registry System project.
- Assessing and reporting overall project performance, extrapolating likely future project progress and success, and identifying any possible impediments to successful project completion.
- Examining all project artifacts and documents to evaluate the effectiveness of the project management controls, procedures, and methodology.
- Performing a detailed review of project deliverables for accuracy, completeness, and adherence to



contractual and functional requirements.

- Performing a detailed review of the system documentation (Requirements, Design, Training, Test, and Management Plans, etc.) for accuracy and completeness.
- Performing a detailed review of the software architecture for feasibility, consistency, and adherence to industry standards.
- Reviewing the process for tracking of business and technical requirements to their source and reviewing the process established during the planning phase for requirements traceability throughout the subsequent development/implementation phase. Reviewing the traceability of system requirements to design, code, test, and training.
- Assessing the effectiveness of project communication.
- Developing performance metrics that facilitate the tracking of progress/completion of project tasks and milestones.
- Reviewing all project cost and expenditure documentation and making recommendations for the efficient use of funds.
- Validating identified risks and issues and proposed response(s) and assessing impact to the project progress or success.
- Reviewing statements-of-work, solicitations, and contracts to verify the alignment between requirements and solicited or contracted terms.
- Providing guidance and training on standards and best practices for project management.
- Ensuring project teams follow required standards, including, but not limited to, administrative rules, New Hampshire statutes, and federal requirements.
- Assessing the project's Configuration Management (CM) function/organization by reviewing CM reports and making recommendations regarding appropriate processes and tools to manage system changes.
- Consulting with all stakeholders and assessing the user involvement and buy-in regarding system functionality and the system's ability to meet program needs.
- Developing performance metrics which allow tracking of project completion against milestones set by DHHS.
- Assessing and recommending improvement, as needed, to assure software testing is being performed adequately through review of test plans or other documentation and through direct observation of testing where appropriate, including participation in and coordination of peer reviews.
- Reviewing system hardware and software configuration and reporting on any compatibility and obsolescence issues.

### 2.2.2 Provide Presentations and Oral Reports

The Vendor will participate in project meetings and provide oral updates and summary presentations of all report content. In addition, the Vendor will provide presentations for stakeholders or government leaders when requested by the Project Sponsor.

### 2.2.3 Meetings

The Vendor will attend project meetings and events, as defined by the DHHS Project Manager, System Engineer, or Project Sponsor.

#### 2.2.4 Provide Recommendations for Cost Savings

The Vendor will provide recommendations to DHHS for project cost savings where feasible and practicable.

#### 2.2.5 Records Management

The Vendor will maintain the monitoring work documents necessary to manage and support the TCP Patient Registry System (life-cycle management documents, status reports, risk analysis, change order requests, user guide manuals, etc.) and recommendations throughout the term of the Agreement. These work papers must be available during the status meetings and must, upon request, be supplied to DHHS for archiving at the conclusion of the project.

#### 2.2.6 Perform Administrative Responsibilities

The Vendor will:

1. Designate a contract manager to oversee the Agreement associated with this SOW.
2. Designate a project manager to oversee the activities of this SOW, serve as the point of contact for DHHS, communicate with and provide information to DHHS as required.
3. Perform all activities identified in the SOW and provide all deliverables in the manner and timeframes described in the associated Agreement to DHHS satisfaction.
4. Provide all administrative needs to support the TCP Patient Registry System effort, including but not limited to travel, office services, equipment (e.g., personal computers, software, fax machines, copiers), and any other special equipment or supplies for use by the Vendor staff), unless other arrangements are made with DHHS.
5. Submit invoices in a manner prescribed by the Agreement.
6. Submit timesheets, if required by DHHS, in a manner prescribed by DHHS.
7. Provide a schedule and other project information/artifacts to DHHS for incorporation into project documentation.
8. Schedule requests for information and meetings so as to minimize the impact on DHHS staff, project stakeholders, and the project team.
9. Respond to inquiries or requests from the DHHS Project Sponsor, Project Manager, or System Engineer within agreed-upon timeframes.
10. Produce all documentation using the document, spreadsheet, and diagram standards specified by DHHS.
11. Provide final copies of all deliverables, reports, and other artifacts (as mutually agreed-upon) in electronic format for archive purposes.
12. Provide sufficient contact telephone numbers during normal business hours and e-mail addresses to facilitate communication. For the purposes of this SOW, normal business hours are defined as Monday through Friday, 8AM to 5PM, Eastern Time (ET), excluding State of New Hampshire observed holidays.

## **CHAPTER 3 – PROJECT TASKS AND DELIVERABLES**

### **3.1 ADMINISTRATIVE DELIVERABLES**

In compliance with TCP statutory requirements and to meet the goals of the TCP Patient Registry System, the Vendor will develop/perform/submit the following deliverables to administer and manage the project and support services.

#### **3.1.1 TCP Patient Registry System Implementation Project Management Plan**

The Vendor will develop a comprehensive TCP Patient Registry System Implementation Project Management Plan.

The TCP Patient Registry System Implementation Project Management Plan will be provided to DHHS within twenty (20) business days after the Project Kickoff Meeting is completed.

The TCP Patient Registry Project Management Plan must include the following elements:

- A detailed description of how the Vendor plans to perform the implementation project. This description must include methodologies, strategies, standards, and approaches employed by the Vendor for executing each of the activities within this SOW.
- An organizational structure which reflects, among other things, coordination activities among the Vendor, the DHHS Project Sponsor, Project Manager and team, stakeholders, and oversight entities involved in the project.
- An organizational chart and description of resources assigned to project activities, tasks, and deliverables.
- Description of the specific deliverables to be produced (minimum required deliverables are presented in section 3.2 of this Exhibit A) as a result of activities.

The Vendor will manage and carry out the project implementation and support services in accordance with the DHHS-approved TCP Patient Registry System Implementation and Management Plan.

#### **3.1.2 Schedule**

The Vendor will develop a complete and comprehensive project schedule that is based on key deliverables and activities. The detailed schedule will include activities, tasks, estimated start and end dates, durations, deliverables, and assigned resources to illustrate how services will be achieved. DHHS and Vendor acknowledge that this project schedule may need to be adjusted during the Agreement term to reflect changes. The schedule will be provided to DHHS within ten (10) business days after the Project Kickoff Meeting is completed.

The project schedule will be updated periodically and will be submitted with the status reports or upon request by DHHS.

#### **3.1.3 DDI and Support Status Reports/Meetings**

The Vendor will conduct DDI and support status meetings (with the DHHS Project Sponsor, Project Manager and team) and provide reports on the status of DDI and support activities.

**3.2 PROJECT DELIVERABLES**

The Vendor will develop/perform/submit the following deliverables for the TCP Patient Registry System:

**3.2.1 Functional Requirements**

The TCP System will include three (3) interdependent views and data types: qualifying patient, designated caregiver, and certifying medical provider. Additionally the system will have administrative, advanced reporting, dashboard, dual-sided card printing, photo and document upload capability, and system-wide search functionality. Further, the system will have record retention and storage capacity to accommodate seven (7) years patient, caregiver, and medical provider history and the recall of all system documents associated with every patient, caregiver, and medical provider (e.g., correspondences).

**3.2.1.1 Qualifying Patient View**

At a minimum, the patient screen must include the fields below and have the capability of identify information missing from the patient application. As a business requirement these and other fields may include drop-down selection, searchable free form text, auto-fill, and overall search functionality.

- Patient ID
- ID effective date
- Physical address
- Name prefix
- Name suffix 1
- DOB
- Incomplete due date
- Case status
- Case comments
- Remittance amt.
- Provider2
- Registry ID
- ID expiration date
- Mailing address
- First name
- Name suffix 2
- Application received date
- Incomplete notice due date
- Document list
- Symptom
- Remittance type
- Caregiver
- Medicaid ID
- Minor
- Email address
- Middle name
- Phone1
- Application accepted date
- Incomplete package returned
- Patient photo
- Medical condition
- Remittance date
- Denial/close reason
- ID Issuance Date
- Under Guardianship
- County
- Last name
- Phone2
- Request for information date
- Incomplete package returned date
- Photo expiration date
- ATC selection
- Provider1

**3.2.1.2 Designated Caregiver View**

The TCP is patient based. For each patient case there must be an inter-related Designated Caregiver View. This view will contain caregiver information and have the capability of identifying information missing from the caregiver application. At a minimum, the caregiver screen must include the fields below. As a business requirement these and other fields may include drop-down selection, searchable free form text, auto-fill, and overall search functionality.

- Caregiver ID
- ID effective date
- Physical address
- Name prefix
- Registry ID
- ID expiration date
- Mailing address
- First name
- Medicaid ID
- Denial/close reason
- Email address
- Middle name
- ID Issuance Date
- DOB
- County
- Last name

- Name suffix 1
- Application received date
- Incomplete notice due date
- Caregiver photo
- Assigned patient county
- Medical condition
- Name suffix 2
- Application accepted date
- Incomplete package returned
- Photo expiration date
- List of assigned patients (full name)
- Symptom
- Phone1
- Request for information date
- Incomplete package returned date
- Document list
- Assigned patient ID
- Phone2
- Incomplete due date
- Case status
- Case comments
- Assigned patient registry ID

**3.2.1.3 Certifying Medical Provider View**

The TCP is patient based. For each patient case there must be an inter-related Certifying Medical Provider View. This view will contain medical provider information and have the capability of identifying information missing from the Written Certification. At a minimum, the medical provider screen must include the fields below. As a business requirement these and other fields may include drop-down selection, searchable free form text, auto-fill, and overall search functionality.

- Medical license #
- DEA reg #
- County
- Provider middle name
- Office manager name
- Document list
- Associated patient IDs
- Licensing state
- Office phone number
- Office/business name
- Provider last name
- Medical specialty
- Certification status
- List of associated patients (full name)
- License issuance date
- Office address
- Provider name prefix
- Provider name suffix 1
- Provider type
- Close reason
- Associated patient registry ID
- License renewal date
- Office email address
- Provider first name
- Provider name suffix 2
- Certification application received date
- Certification case comments

**3.2.1.4 Alternative Treatment Center (ATC) Dispensary Maintenance View**

The TCP is patient based. For each patient case there must be an inter-related Alternative Treatment Center (ATC) view. This view will contain ATC information and be used to auto-populate ATC information within the patient view. This view will be used by the system and functional administrators to manage and maintain ATC information for the system. At a minimum, ATC screen must include the fields below. As a business requirement these and other fields may include drop-down selection, searchable free form text, auto-fill, and overall search functionality.

- ATC name
- ATC contact email
- ATC view name
- ATC address
- ATC contact email
- ATC view address
- ATC contact name
- ATC certification
- ATC view contact name
- ATC contact phone
- Active

### **3.2.1.5 Case Status Field**

Capability to define each case by application stage, to ensure DHHS is meeting application processing time frames. Required categories:

1. **Registration** – The patient/caregiver has submitted an application but TCP has not taken action on it yet to determine if it is complete or incomplete. Once determined, the case is brought out of registration and into pending or open, as applicable.
2. **Pending** – The application has been submitted, TCP has determined it as incomplete and has requested additional information.
3. **Open** – The case has been fully processed.
4. **Issued** – Registry Identification Card has been issued (patient/caregiver)
5. **Closed** – The case had previously been processed but is currently closed due to denial, expiration of a card, etc.
6. **Renewal** – The card/certification is due to expire but the patient/caregiver has submitted a renewal application and some/all of the needed documentation.
7. **Renewal Pending** – The renewal application has been submitted, TCP has determined it as incomplete and has requested additional information.
8. **Under Appeal** – The case has been denied and is currently under appeal.

### **3.2.1.6 Registry Identification Cards**

The system must be capable of:

- generating a photo expiration alert, based on photo expiration date, to avoid lapse in registration;
- uploading and housing digital photos;
- exporting extracted preselected data and digital image(s) from the system server/data mart in a two-sided template format; and
- sending the exported information via a "print function" to the specialized card printer where the digital photo and state statute determined information will be printed onto the Registry Identification Card for patients and caregivers.

### **3.2.1.7 Record Case Comments**

The system must have a case comment section within each view to enter progress notes for individual cases. It is expected each case note will be a separate field, along with corresponding and separate fields for case note date and case note entry user ID. Notes must be updatable, searchable, and printable, including date and name of note entry user.

### **3.2.1.8 Portal**

The system will include a web portal to allow patients, caregivers, and providers to complete and submit applications and written certifications, upload documents and photos, and check on the status of applications or renewals. Figure 1 provides a high level process flow for the portal.

**PATIENT, CAREGIVER, & PROVIDER**

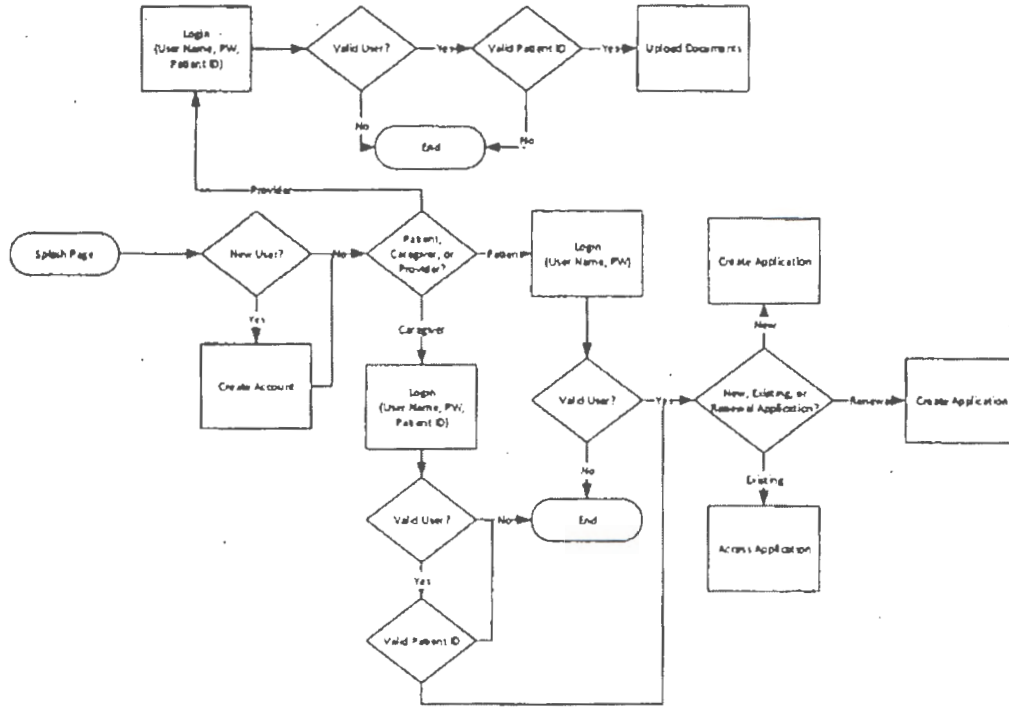


Figure 1 – Portal Process

The patient/caregiver functionality will be included in the initial operating capability. The provider functionality will be included in the final operating capability. As a business requirement these and other fields may include drop-down selection, free form text, and auto-fill. Functionality will include, but not be limited to, the following:

- **High Level Functionality**
  - Provide a linkage to database
  - Provide a landing page for users
  - Generate notices to TCP staff to include:
    - ◇ Pending actions
    - ◇ Incomplete applications
    - ◇ Denied applications
    - ◇ Near term renewals
  - Generate email notices to patients, caregivers, and providers
  - Allow for new and existing users
  - Allow access for qualifying patients, designated caregivers, and certifying medical providers
  - Provide linkage between patient and caregiver accounts
  - Provide linkage between patient and provider accounts
  - Upload documents and photos
  - Prevent creation of duplicate accounts
    - ◇ User based (i.e., prevent users from creating multiple accounts)
    - ◇ TCP based (i.e., provide accurate linkage between TCP-created account and user-created account)

- if TCP created a patient/caregiver/provider account first)
- Provide Information/requirements/instructions pages or pop-ups, including the required notice explaining federal cannabis law
- Provide security features:
  - ◇ Username/password
  - ◇ Double verification
  - ◇ Consistent with security requirements in Appendix B, Exhibit K
  - ◇ Provide privacy features consistent with Appendix B, Exhibit K
- Provide support to users experiencing issues during login and navigation of portal
- **User Functionality**
  - Create a new user account that will include:
    - ◇ User name
    - ◇ email address
    - ◇ Temporary password (system auto-generated)
    - ◇ Creation of user-defined password.
  - Capability for recovering user name and password
  - Save and retrieve an application/written certification before it has been submitted.
  - Enter application/certification requirements, including all acknowledgements, certifications, and signatures
  - Identify authorized caregiver (patients)
    - ◇ Name
    - ◇ Address
    - ◇ Phone number
    - ◇ Email address
    - ◇ Relationship
    - ◇ Proof of guardianship or power of attorney
  - Complete and submit an application (patients/caregivers)
  - Capability to upload any of the following:
    - ◇ Digital photo (patients/caregivers)
    - ◇ Proof of residency (patients)
    - ◇ Proof of guardianship (patients/caregivers)
  - Check status of application, regardless of paper or portal submission
  - Submit change of information to include:
    - ◇ Name
    - ◇ Address
    - ◇ ATC
    - ◇ Caregiver
    - ◇ Email address
    - ◇ Phone number
  - Complete and submit a renewal application/certification
    - ◇ Renewal application will be prepopulated with existing information



○ Applicant will verify and update information

- **User Functionality (Caregiver specific)**
  - Verify caregiver is an authorized user
  - Verify caregiver is authorized to access a patient's account
  - System must allow for caregiver to access multiple patient accounts
  - Allow for a minor patient account to be linked to two caregivers
  
- **User Functional (Provider specific)**
  - Verify that provider is an authorized user using a DHHS-generated ID
  - Allow for a minor patient account to be linked to two providers
  - Allow provider account to link to multiple patient accounts
  - Allow provider to revoke patient's certification
  - Extend written certification if originally certified for duration shorter than one year

### 3.2.1.9 Letters/Notifications

The system must be able to generate auto-fill checklists, letters, and notifications in PDF and hard copy. The system should allow for template and customizable letters and notifications for patient, caregiver, and medical provider records. Letter and notification address formatting must be templated for mail-merging, mailing labels, and for window envelopes. Letter and notification examples:

- Approval Notice
- Notice of Incomplete Application/Certification
- Denial Notice
- Renewal Notice
- Voided Card Notice
- Revocation Notice
- Notice of Closed File – Patient

### 3.2.1.10 Dashboard

It is expected the system will include a customizable dashboard with the capability of alerts, heat maps, graphs, and integrating linked patient, caregiver, and medical provider data at an aggregate and individual level. Dashboard information would include, but not be limited to, the following:

- **Client Registration** – Number of applications in client registration and the date received
- **Pending** – Number of applications pending and the due date for the incomplete information
- **Uploaded Documents** – Notification (alert) when documents have been uploaded into an open or closed case (i.e., reporting a change, patient/provider correspondence, etc.)
- **Renewal** – The patient has submitted a renewal application but TCP has not taken action on it yet to determine if it is complete or incomplete
- **Renewal Pending** – Number of renewal applications pending and the due date for the incomplete information
- **Under Appeal** – Number of denied cases under appeal

### 3.2.1.11 Reporting

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Vendor Initials                     

Date 5-30-2019

It is expected the system will include user query-based and canned reporting at an aggregate and individual level. Reporting will include, but not be limited to, the following:

- Statistical reporting for open cases
- Operational reporting
- Decision-making reporting
- Remittance rate reporting
- New
- In-process
- Revoked (check did not clear/credit card declined)
- Voided

### 3.2.1.12 Additional Requirements

- DHHS printer, Magicard Rio Pro Duo Dual-Sided Printer (3652-0021), must be compatible to TCP system
- System must have record deduplication or identity replication capability
- System must be capable of creating a random 10-digit identification number, containing at least 4 numbers and at least 4 letters, that is unique to the qualifying patient or the designated caregiver.
- Searchable free-form comment field that can be printed and/or included in a Word letter when selected by the User
- Auto populate comment fields with generic comments
- Missing application/certification information (check-list) will be auto-filled on the "Notice of Incomplete Application/Certification" letter
- Generic Patient Payment Status report generation in PDF and Excel formats
- System must store, per record, all correspondences and documents and generate a printable/exportable historic list of all correspondences, including original send date
- System must be sized accordingly to accommodate retaining record correspondences, documents, and digital photos, as well as, quick retrieval of said letters and documents
- Auto-generate emails upon patient ATC change
- Automated push to ATCs of patient/caregiver data
- Unlimited medical conditions selection within Medical Conditions field
- Unlimited symptoms selection within Symptom field
- Export Date/Time to ATC Export form
- User Guide for system
- Technical documentation
- Robust patient/caregiver/provider search & find functionality
- Disaster recovery strategy
- Unlimited name length in tables and on forms

### 3.2.2 Design Phase

During the Design Phase the Vendor will work with the DHHS project team to identify system requirements. The identified requirements are to be transformed, by the Vendor, into a System Design Document that accurately describes the design of the system. This document will be used as an Input to system development.

The Design Phase comprises the following deliverables:

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- Transformation of all requirements into detailed specifications covering all aspects of the system
- Assessment and planning for security risks
- Scope and prepare a pre-migration plan, including but not limited to:
  - Extract design: how the data is extracted, held and verified
  - Migration design: how data is transformed into the target structure
  - Mapping rules: the details of the migration
  - Test overview: tools, reporting, structure and constraints
  - Unit test: unit test specification
  - Integration test: integration test specification
  - Implementation/Go-Live Plan: actions required to "go live"
- Approval to progress to the Development Phase

During the development of documentation, the Vendor shall:

- Write comprehensive, easy to understand documents with no redundant information
- Develop an organized document repository for critical project information, so Development Team members can easily access, store, and reference project documents and other deliverables from all life cycle phases
- Implement routine deliverable reviews to correct inaccuracy, incompleteness, and ambiguities
- Recycle or reference information from earlier documents where possible and beneficial

Table 2 is a listing of deliverables required of all projects for this phase of work.

**Table 2: Design Phase Deliverables**

<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>• Document a listing of the project's milestones, activities, and deliverables with intended start and finish dates.</li> </ul>	BioTrackTHC	<ul style="list-style-type: none"> <li>• Project Sponsor</li> <li>• Project Manager</li> </ul>
<b>Weekly Project Status Reports</b>	<ul style="list-style-type: none"> <li>• Provide updates on the health of the project and the status of each required deliverable.</li> <li>• Document the forecast of the next scheduled activities.</li> </ul>	BioTrackTHC	<ul style="list-style-type: none"> <li>• Project Sponsor</li> <li>• Project Manager</li> </ul>
<b>Project Management Plan</b>	<ul style="list-style-type: none"> <li>• Document the methods used to manage the project lifecycle and deliver all end products.</li> </ul>	BioTrackTHC	<ul style="list-style-type: none"> <li>• Project Sponsor</li> <li>• Project Manager</li> </ul>

<p><b>System Design Document –</b> specifies the construction details of the system, each system component’s interaction with other components and external systems, and the interface that allows end users to operate the system and its functions.</p>	<ul style="list-style-type: none"> <li>• Document the results of the system design process.</li> <li>• Describe how the system will satisfy requirements.</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• Project Sponsor</li> <li>• System Engineer</li> </ul>
<p><b>Requirements Traceability Matrix –</b> a table that links requirements to their origins and traces them throughout the project life cycle.</p>	<ul style="list-style-type: none"> <li>• Establish a baseline for and document all requirements for change control, design, and testing.</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• System Engineer</li> <li>• Business Lead</li> </ul>

Deliverables produced during this phase must be reviewed in detail and should follow the approval path as defined in the above table. A signature page or section should accompany each deliverable requiring approval. DHHS will periodically request copies of these documents as part of its oversight responsibilities.

**3.2.3 Development Phase**

The purpose of the Development Phase is to convert the system design prototyped in the Design Phase into a working information system that addresses all documented system requirements. At the end of this phase, the working system will enter the Test Phase. To successfully complete the Development Phase the Vendor will need the System Design Document developed during the Design Phase and proper processes, standards, and tools.

The Development Phase comprises the following deliverables:

- Building the system
- Testing and integrating the units into larger components
- Preparing the technical environment for the system
- Approval to progress to the Test Phase

During the development of documentation, the Development Team shall:

- Write comprehensive, easy to understand documents with no redundant information
- Develop an organized document repository for critical project information, so Development Team members can easily access, store, and reference project documents and other deliverables from all life cycle phases
- Implement routine deliverable reviews to correct inaccuracy, incompleteness, and ambiguities
- Recycle or reference information from earlier documents where possible and beneficial

Table 3 is a listing of deliverables required of all projects for this phase of work.

**Table 3: Development Phase Deliverables**

<p><b>Disaster Recovery Plan – IT-</b> focused plan designed to restore operability of targeted systems, applications, or a computer facility due to a natural or man-made extended interruption of an agency’s business services.</p>	<ul style="list-style-type: none"> <li>• Identify plans to restore operability in the event of extended interruption of services</li> <li>• Define and document concept of operations</li> <li>• Document notification procedures</li> <li>• Record damage assessment procedures, recovery activities, and reconstitution procedures</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• System Engineer</li> </ul>
<p><b>System Security Plan –</b> documents the scope, approach, and resources required to assure system security.</p>	<ul style="list-style-type: none"> <li>• Describe planned activities to control access and protect the system and its information</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• System Engineer</li> <li>• Business Lead</li> </ul>

Deliverables produced during this phase must be reviewed in detail and should follow the approval path as defined in the above table. Updates should be revisited and enhanced as necessary as prescribed in this phase. A signature page or section should accompany each deliverable requiring approval. DHHS will periodically request copies of these documents as part of its oversight responsibilities.

**3.2.4 Test Phase**

In the Test Phase, testing of the system proves that the system meets all requirements, including those for performance and security. The in-depth security testing in this phase, which includes penetration testing and a vulnerability assessment, identifies any parts of the system that will not satisfy accreditation criteria. Finally, acceptance testing confirms the developed system satisfies the end users who identified the business need and the requirements.

The purpose of the Test Phase is to guarantee the system successfully built and tested in the Development Phase meets all requirements and design parameters. After being tested and accepted, the system moves to the Implementation Phase.

The Test Phase comprises the following deliverables:

- Proof through system, security, and user acceptance tests that the system meets all requirements, functions according to design parameters, and satisfies all business, technical, and management stakeholders. Security testing will include, but is not limited to:
  - A vulnerability assessment (deep-dive evaluation) of the information security with the following steps
    1. Define system assets and resources
    2. Assign quantifiable value and importance to the resources

3. Identify the security vulnerabilities or potential threats to each resource
  4. Develop a strategy to mitigate or eliminate the most serious vulnerabilities for the most valuable resources
  5. Define and implement ways to minimize the consequences of the lesser vulnerabilities from becoming more serious
- "White box" penetration testing with the following steps
    1. Determination of scope (in collaboration with DHHS)
    2. Targeted information gathering or reconnaissance
    3. Exploit attempts for access and escalation
    4. Sensitive data collection testing
    5. Clean up and final reporting
  - Assurance that the system functions as described in the Standard Operating Procedures
  - Migration of data from the legacy system
  - Approval to progress to the Implementation Phase

During the development of documentation, the Development Team shall:

- Write comprehensive, easy to understand documents with no redundant information
- Develop an organized document repository for critical project information, so Development Team members can easily access, store, and reference project documents and other deliverables from all life cycle phases
- Implement routine deliverable reviews to correct inaccuracy, incompleteness, and ambiguities
- Recycle or reference information from earlier documents where possible and beneficial.

Table 4 is a listing of deliverables required of all projects for this phase of work.

Table 4: Test Phase Deliverables

Deliverable	GOB	Developed for	Responsible
<b>Unit and Integration Test Plans</b> – detailed scripts used in the Test Phase for evaluating the completeness and correctness of the smallest parts of the system and the components created from those parts.	<ul style="list-style-type: none"> <li>• Identify detailed scripts for testing system components</li> </ul>	BioTrackTHC	<ul style="list-style-type: none"> <li>• System Engineer</li> <li>• Business Lead</li> </ul>

<p><b>Testing Results Document</b> – tracks and summarizes test results. Defects may be documented via multiple commercially available bug tracking tools or manually in a spreadsheet.</p>	<ul style="list-style-type: none"> <li>• Allow team members to track reported bugs, or defects</li> <li>• Clearly communicate summary of defects found</li> <li>• Record facts regarding known bugs, such as times reported, individuals who reported them, defect statuses, and team members responsible for addressing the bugs</li> </ul>	<p>BioTrackTHC</p>	<p>System Engineer</p>
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**3.2.5 Implementation Phase**

During the Implementation Phase, the Vendor will work with DHHS to achieve the key activity of installing and releasing the new system in its target environment. Supporting actions for the Vendor will include training end-users and preparing to turn the system over to the Vendor’s maintenance personnel.

The Implementation Phase comprises the following deliverables:

- Production installation and release
- Training of end users on the system
- The system will not “go live” until the Implementation Phase is complete and the system is available for use to DHHS. DHHS will determine when the system functionality will be released to patients, caregivers, and providers.

Table 5 is a listing of deliverables required of all projects for this phase of work.

**Table 5: Implementation Phase Deliverables**

<p><b>Training Manual for End-users</b> – This Manual focuses on the system processes for end users.</p>	<ul style="list-style-type: none"> <li>• Provide detailed instruction for system operations for system users.</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• System Engineer</li> <li>• Business Lead</li> </ul>
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<p><b>Complete System – For Software-as-a-Service, Vendors provide the system for use, but do not hand-over actual code.</b></p>	<ul style="list-style-type: none"> <li>• Deliver system that meets the business need and all requirements</li> <li>• Deploy system to production environment</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• System Engineer</li> <li>• Business Lead</li> </ul>
<p><b>Implementation Plan/Go-Live – Consolidates summary information regarding the current status of the system and the project and provides decision makers with the information necessary to make a “Go/No Go” decision. It should include a checklist listing all work products, User Acceptance Test (UAT) results, other indicators of success measures and deliverable</b></p>	<ul style="list-style-type: none"> <li>• Provide information necessary to make the go/no-go decision</li> <li>• Consolidate status information regarding the effective completion of the project and achievement of project objectives and SDLC requirements</li> <li>• Affirm achievement of all deliverable acceptance criteria</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• System Engineer</li> <li>• Business Lead</li> </ul>
<p><b>Project Closure Report – summarizes the assessment of Implementation activities at the end of the Implementation Phase.</b></p>	<ul style="list-style-type: none"> <li>• Summarize assessment of implementation activities</li> <li>• Evaluate the effectiveness of the system Implementation after the system has been in production</li> <li>• Determine if the system does what it was designed to do.</li> </ul>	<p>BioTrackTHC</p>	<p>All DHHS Staff</p>

**3.2.6 Operations and Maintenance Life Cycle Phase**

During the Operations and Maintenance Life Cycle Phase, the information system’s availability and performance in executing the work for which it was designed is maintained. System operations will continue until the system’s termination date, when the next phase, Disposition, begins.

The Operations and Maintenance Life Cycle Phase comprises the following deliverables:

- Management of changes to the system to support end users
- Monitoring of system performance
- Performance of required security activities such as backups, vulnerability assessments, contingency



planning, and audits

- Continuation of end user support through training and documentation

Table 6 is a listing of deliverables required of all projects for this phase of work.

Table 6: Operations and Maintenance Life Cycle Phase Deliverables

<p><b>Standard Operating Procedures (SOPs)</b> – defines in detail how the Systems Team will perform the business processes related to the operations and maintenance of the system. Whereas the User Guide is focused on the use of the system specifically, the Standard Operating Procedures address all related business processes.</p>	<ul style="list-style-type: none"> <li>• Provide detailed instructions for future business processes</li> <li>• Ensure consistent execution of business processes</li> <li>• Drive performance improvement and improve organizational results</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• Business Lead</li> <li>• Business Analyst/Subject Matter Expert</li> <li>• Database Administrator</li> </ul>
<p><b>Performance Reports</b> – tracks routine metrics as system performance indicators.</p>	<ul style="list-style-type: none"> <li>• Report on agreed upon system performance measurements</li> <li>• Include key performance indicators</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• Business Lead</li> <li>• Business Analyst/Subject Matter Expert</li> </ul>
<p><b>Release Notes</b> – formally requests approval for system changes made during the Implementation Phase.</p>	<ul style="list-style-type: none"> <li>• Formally request approval for system implementation</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• System Engineer</li> <li>• Business Lead</li> </ul>

<p><b>In-Process Review Report</b> – formally reports the health of the system. It includes summary of performance reports but is more formalized and usually developed quarterly.</p>	<ul style="list-style-type: none"> <li>• Provide DHHS with routine insight into system performance</li> <li>• Include results of user satisfaction reviews</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• System Engineer</li> <li>• Business Lead</li> <li>• Project Manager</li> </ul>
<p><b>Disposition Plan</b> – identifies how the termination of the system/data will be conducted, and when, as well as the system termination date, software components to be preserved, disposition of remaining equipment, and archiving of life cycle products.</p>	<ul style="list-style-type: none"> <li>• Address all facets of archiving, transferring, and disposing of the system and data</li> </ul>	<p>BioTrackTHC</p>	<ul style="list-style-type: none"> <li>• Business Lead</li> </ul>

**3.2.2 Project Deliverable Review**

The Vendor will conduct verification and validation reviews of the quality and completeness of project deliverables. Deliverable review will be performed by defined Vendor resources that are experienced and/or certified in the related technical, functional, or other requirements of the deliverable under review. Deliverables may include, but are not limited to:

- Project Management Plan, which will include project acceptance criteria
- Project Schedule
- Requirements Traceability Matrix
- Data Migration Plan
- System Architecture and Security Plan
- Test Plan and Test Scripts
- Implementation /Go-Live Plan
- DHHS project status reports
- Disaster Recovery Plan

**3.2.3 Project Lessons Learned**

The Vendor will document project lessons learned throughout the project and will provide this information to

the project team and stakeholders throughout the project. In addition, the Vendor will provide a comprehensive report of lessons learned with recommendations for incorporation of best practices into future projects.

### 3.2.4 Weekly Project Status Reports

The Vendor will draft weekly project status reports that summarize the results of their ongoing project monitoring and provide findings and recommendations for improvement of project management and processes.

The following activities must be conducted and the weekly report submitted to DHHS:

- Assess any changes to project artifacts including, but not limited to, project scope, budget and schedule estimates, assumptions and constraints, project team and stakeholders, risk and issue management, quality assurance, communication, and resource management
- Assess the overall project progress and status and provide an analysis of the project budget and schedule estimates, milestones, and deliverables. Identify possible impediments to progress and make recommendations to address these impediments
- Identify and analyze any significant changes that might impact the project timeline, delivery dates, or quality
- Identify and analyze any new major project risks and mitigation strategies
- Identify and analyze any new major project issues
- Assess any changes to the project's control processes, including: project management, project budget, project schedule, performance metrics, and software development methodology
- Assess changes to the project's organization and governance committee, including agency management, executive sponsorship, stakeholder participation, and user involvement and buy-in
- Assess payments to Vendor and verify that appropriate reviews and approvals were obtained for Vendor services and deliverables prior to payment by DHHS. As appropriate, examine deliverables for completeness, accuracy, and quality; and review the project procurement documents and contracts to validate compliance

The Weekly Project Status Report will contain the following sections:

- The **Project Assessment** section will document the results of the review and analysis activities listed above
- The **Findings** section will update previous reports concerning the project status, readdress the strengths and deficiencies previously identified, and identify any new strengths or deficiencies. The findings will, at a minimum, address the following topics:
  - Assessment of the overall agency IT capability and ability to support the project
  - Technological, financial, human, and political/management resources and constraints
  - Project planning and management
  - Project organization, governance, management, and oversight
  - Project scope and objectives
  - Risk and issue management

- Level of risk associated with proceeding to the next stage of the project
- The Recommendations section will provide alternative approaches or solutions for correcting all current project deficiencies, as well as recommendations for addressing any risks, issues, or other impediments identified in the assessment

### 3.2.5 Special Communication

Special communication will be generated immediately when the Vendor determines that circumstances exist that put the scope, budget, schedule, or viability of the project at significant risk. The Vendor will communicate these potential issues and their consequences to the DHHS Project Manager, System Engineer, and Project Sponsor. The special communication is expected as part of the Vendor's due diligence to provide DHHS with prompt notification of such significant circumstances.

### 3.2.6 Project Closure Report

This report contains a discussion of project management capabilities and methodology; schedule management effectiveness and earned value measures; cost detail and budget management; management of risks and issues and their effect on the project outcome; and scope and deliverable management processes and efforts for the project. This report will also address the overall success of the project in meeting the business needs and objectives, and will include recommendations for improvement for future projects.

The Vendor will furnish a written Project Closure Report containing the following sections:

- The Project Assessment section will detail the management of the project and include (at a minimum):
  - Discuss the overall capability of DHHS to manage and support projects of this type and the effectiveness of the project organization, governance, and oversight
  - Discuss the project management methodology and software development methodology and provide recommendations for future improvement
  - Discuss any significant schedule variance, slippage, or re-baselining and the causes and mitigation related to each variance. The Vendor will provide an assessment of the overall schedule management process and efforts for the project
  - Provide a summary of major project risks and issues, their impact on the project, the mitigation or response, the success of the mitigation or response, as well as an assessment of the overall risk and issue management process and efforts for the project
  - Identify funding and cost detail for the duration of the project and discuss any significant cost variance or funding issues, and the causes and mitigation related to each variance
  - Compare and contrast the original project scope with the final project deliverables and implemented system/application/product. Discuss any significant difference between the original and final scope and the causes and mitigation related to each variance. The Vendor will provide an assessment of the overall scope management process and efforts for the project
- The Findings section will contain a summary of project findings, both positive and negative, and identify deficiencies
- The Recommendations section will contain suggestions, including alternative approaches or solutions, for improving project management and support on future projects

### 3.2.7 Additional Deliverables

Additional activities or deliverables required by the TCP Patient Registry System project:

- System and Functional Administrator Training
- End User Training
- Product User Guides and Training Manuals

## **CHAPTER 4 - DELIVERABLE STANDARDS AND PERFORMANCE CRITERIA**

### **4.1 DELIVERABLE STANDARDS**

All reports (including drafts submitted for review) will clearly articulate the project analysis, findings, and recommendations. All reports will be professional in appearance and edited for spelling, grammar, jargon, and formatting. Reports must be concise and to-the-point and must present information in a way that is easily understood by technical and non-technical managers and stakeholders.

### **4.2 DOCUMENTATION STANDARDS**

All draft and final deliverables for which formal review is required are to be provided to DHHS electronically, unless otherwise specified, using the following software standards (or convertible versions):

1. Word Processing – MS Word
2. Schedule
3. Spreadsheets – MS Excel
4. Presentations – MS PowerPoint
5. Searchable PDF – Adobe Acrobat

### **4.3 DELIVERABLE SUBMISSION AND REVIEW PROCESS**

DHHS and the Vendor will negotiate mutually agreed-upon procedures and criteria for acceptance of ongoing, short-term, and cyclical deliverables (weekly updates, monthly reports, ad hoc reports, special communication, meetings, etc.).

The following steps will guide the formal deliverable review process:

1. The Vendor will submit an electronic copy of each draft deliverable to the DHHS Project Manager by the dates specified in the DHHS-approved project schedule
2. The DHHS Project Manager will review and provide a response to findings, conclusions, and recommendations within three (3) business days following receipt of the deliverable from the Vendor, or per other mutually agreed-upon timeframe(s)
3. The Vendor will review the DHHS response and resubmit the revised deliverable to the DHHS Project Manager, within two (2) business days of receipt of DHHS response, along with documentation of how findings, conclusions, or recommendations were addressed
4. The DHHS Project Manager will review the Vendor's final package within one (1) business day from receipt and will approve and accept final deliverable upon satisfaction of all agency requirements
5. Vendor review of all project deliverables will follow the above timelines and processes per agency direction.

**APPENDIX A**

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**EXHIBIT I**

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

## Appendix A

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

The Contractor 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.



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- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Vendor's business associate agreements with Vendor's intended business associates, who will be receiving PHI

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- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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.

Appendix A

New Hampshire Department of Health and Human Services

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.

Department of Health and Human Services  
 The State  
 \_\_\_\_\_  
*Jeffrey A. Meyers*  
 \_\_\_\_\_  
 Signature of Authorized Representative  
*Jeffrey A. Meyers*  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Commissioner  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 6/11/19  
 \_\_\_\_\_  
 Date

Bio-Tech Medical Software, Inc.  
 Name of the Vendor  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Patrick Vo  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 CEO  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 5-30-2019  
 \_\_\_\_\_  
 Date

**APPENDIX B**

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**EXHIBIT K  
DHHS INFORMATION SECURITY REQUIREMENTS**

**Appendix B**  
**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 mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.



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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 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.

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**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 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.

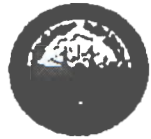
**B. Disposition**

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

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standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

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

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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 Department's 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 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/doi/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.

## Appendix B

## New Hampshire Department of Health and Human Services

## Exhibit K

**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.
- 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:

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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
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

**APPENDIX C**

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**EXHIBIT S**

**SECURITY REVIEW REQUIREMENTS MATRIX  
FOR  
THE THERAPEUTIC CANNABIS PROGRAM PATIENT REGISTRY**

**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

Vendor Instructions
<p><b>Vendor Response Column:</b> Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter a "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).</p>
<p><b>Criticality Column:</b> (M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal. (P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal. (O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.</p>
<p><b>Delivery Method Column:</b> Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.</p> <p><b>Standard</b> - Feature/Function is included in the proposed system and available in the current software release. <b>Future</b> - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) <b>Custom</b> - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP). <b>Not Available/Not Proposing</b> - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)</p>
<p><b>Comments Column:</b> For all Delivery Method responses vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.</p>



### Exhibit S Security Review Requirements Matrix for the Therapeutic Cannabis Program Patient Registry

APPLICATION REQUIREMENTS					
Requirement ID	Requirement Description	Mandatory	Optional	Priority	Comments
<b>GENERAL SPECIFICATIONS</b>					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	N/A		Only DHHS will have access to this system unless otherwise specified
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Y		HTML, CSV, PDF
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Y		
<b>APPLICATION SECURITY</b>					
A2.1	Verify the <b>identity or authenticate</b> all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y		we have session based access, that will expire after some time
A2.2	Verify the <b>identity and authenticate</b> all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Y		we also have protection from brute force, so user IP address will be blocked for 10seconds at first and then time will be increased on next wrong logins
A2.3	Enforce unique user names.	M	Y		login is unique field in the DB
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Y		
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M	Y		Password should be more than 7 characters and contains at least one character from each next character set: abcdefghijklmnopqrstuvwxyz Z ABCDEFGHIJKLMNOPQR STUVWXYZ 1234567890 ~!@#%*^&*(+)_[-

A2.6	Encrypt passwords in transmission and at rest within the database.	M	Y		passwords are encrypted with salt using SHA512
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy	M	Y		right now passwords will expire in 60 days (this parameter can be updated in config file)

**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

<b>APPLICATION REQUIREMENTS</b>					
Req. ID	Requirement Description	Criticality	M	Y	N/A
A2.8	Provide the ability to limit the number of people that can grant or change authorizations			Y	we have very flexible rights system with an ability to create needed user roles with particular rights inside system
A2.9	Establish ability to enforce session timeouts during periods of inactivity.			Y	we have session based access, that will expire after specific time
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M		Y	in history table all passwords are replaced with *
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M		Y	all failed login attempts will be stored into separate DB table
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M		Y	
A2.13	All logs must be kept for seven (7) years.	M		Y	
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M		Y	user can terminate session at any time
A2.15	Do not use Software and System Services for anything other than they are designed for.	M		Y	
A2.16	The application Data shall be protected from unauthorized use when at rest	M		Y	account access is possible only for authorized users
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M		Y	we are using HTTPS for accessing web part
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M		Y	all changes will be based on current security system
A2.19	Utilize change management documentation and procedures	M		Y	
A2.20	Web Services: The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M		Y	

**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

<b>TESTING</b>					
<b>State Requirements</b>					
Req #	Requirement Description	Criticality			
<b>APPLICATION SECURITY TESTING</b>					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Y		
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Y		
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Y		
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Y		
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Y		
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Y		
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Y		
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Y		
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Y		
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Y		
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Y		

### Exhibit S Security Review Requirements Matrix for the Therapeutic Cannabis Program Patient Registry

TESTING					
ID	Requirement	Mandatory	Optional	Priority	Comments
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	Y		
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Y		New audits will have a cost associated
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Y		
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Y		
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in the SOW.	M	NA		Test scripts are created in conjunction with the state before the system is pushed to production.
T2.2	The Vendor must perform application stress testing and tuning as more fully described in the SOW.	M	NA		Stress tests & load balancing measures are part of the testing phase of implementation. Auto-scaling is out of the box with AWS.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	NA		
T2.4	The vendor must define and test disaster recovery procedures.	M	Y		

### Exhibit S

#### Security Review Requirements Matrix for the Therapeutic Cannabis Program Patient Registry

HOSTING-CLOUD REQUIREMENTS					
OPERATIONS	Description	Criticality	Compliance	Status	Comments
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%	M	Yes		Plan to use Amazon AWS
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes		
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes		
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes		
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes		
H1.6	Vendor shall manage the sharing of data resources.	M	N/A		There will be no sharing of resources
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes		
H1.8	The Vendor shall monitor physical hardware.	M	Yes		
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	N/A		
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes		
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes		

**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

<b>HOSTING-CLOUD REQUIREMENTS</b>					
<b>Requirement ID</b>	<b>Requirement Description</b>	<b>Impact</b>	<b>Control</b>	<b>Compliance</b>	<b>Notes</b>
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes		
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes		
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes		
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes		
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes		
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business	M	Yes		
<b>HOSTING SECURITY</b>					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes		
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	N/A		Standard operating procedure for BioTrackTHC in the AWS GovCloud
H3.3	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 whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes		
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes		
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes		

### Exhibit S Security Review Requirements Matrix for the Therapeutic Cannabis Program Patient Registry

HOSTING-CLOUD REQUIREMENTS					
Req. ID	Description	Mandatory	Yes	No	Comments
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes		Third party audits will have a cost associated
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes		
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes		
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes		
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	N/A		Covered
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes		
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes		
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes		
H4.4	All hardware and software components of the Vendor hosting infrastructure shall 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.		Yes		
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm- Monday thru FridayEST;	M	N/A		



**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

HOSTING-CLOUD REQUIREMENTS					
H4.6	The Vendor shall conform to the specific deficiency class as described: <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M	Yes		
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: <ul style="list-style-type: none"> <li>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>b. Class B &amp; C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;</li> </ul>	M	N/A		Support will be available from 8 - 8 local time. On call support services are available 24 hours.
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes		
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	yes		
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	N/A		ATC's are paying for the system.

**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

<b>HOSTING-CLOUD REQUIREMENTS</b>					
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes		
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes		
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes		
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes		

**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes		
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes		
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes		
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm- Monday thru Friday EST;	M	Yes		Will have access to support staff, not sure what "unlimited" is implying
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no workaround, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - Important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o Class C Deficiency - Software- minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M	Yes		
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes		Yes, based on signed agreement

**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	Yes		
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes		
S1.11	As part of the Software maintenance agreement, ongoing software maintenance and support Issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with Issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties	M	Yes		
S1.12	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes		
S1.13	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes		

**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.14	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes		
S1.15	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes		
S1.16	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes		
S1.17	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes		
S1.18	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes		
S1.19	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within thirty (30) days of release by their respective manufacturers.	M	Yes		
S1.20	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files if applicable.	M	Yes		

**Exhibit S**  
**Security Review Requirements Matrix for the**  
**Therapeutic Cannabis Program Patient Registry**

<b>PROJECT MANAGEMENT</b>					
<b>PROJECT MANAGEMENT</b>					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes		
P1.2	Vendor shall provide Project Staff as specified in the SOW.	M	Yes		
P1.3	Vendor shall submit a finalized Project Schedule within ten (10) days after the Project Kickoff Meeting is completed. The Project Schedule shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, and task dependencies. The schedule shall be updated no less than <every two weeks.>	M	Yes		
P1.4	Vendor shall provide detailed weekly status reports on the progress of the Project.	M	Yes		
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (WORD and/or Excel format)	M	Yes		

Appendix D



New Hampshire Department of Health and Human Services  
Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This Agreement is funded with funds from the Therapeutic Cannabis Program, 100% Other Funds
    - 1.1.1. Other Funds from the Therapeutic Cannabis Program include fees collected from Cannabis Registry Identification and Certification cards, fees collected from the Alternative Treatment Centers and administrative fines and fees for the program.
  - 1.2. The Contractor agrees to provide the services in this Agreement in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
2. Payment for said services shall be made monthly as follows:
  - 2.1. Payment shall be on a reimbursement rate pursuant to this Agreement, Section 4. Compensation for Services, Payment, Subsection A. Compensation, Paragraph (i).
  - 2.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHS contractbilling@dohhs.nh.gov, or invoices may be mailed to:
 

Financial Administrator  
Department of Health and Human Services  
Division of Public Health  
29 Hazen Dr.  
Concord, NH 03301
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
3. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.