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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

March 31, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

*sole source*

### Requested Action

Authorize the Department of Safety (DOS), Division of State Police, to enter into a **sole source** contract with Emergency Communications Network, Inc., (VC# 220207-P001) of 9 Sunshine Boulevard, Ormond Beach, FL 32174, in the amount of \$658,000.00 for the purpose of supporting the development of the NH Statewide Automated Victim Information and Notification (SAVIN) program utilizing the Justice-One Network Environment (J-ONE) for the State of New Hampshire. Effective upon Governor and Council approval through September 30, 2015, with the option to extend for one additional three-year period. Funding source: 100% Federal Funds.

Funding is available in the SFY 2014 operating budget as follows and contingent upon availability and continued appropriations in SFY2015, with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234010-12440000	Dept. of Safety – Div of State Police – SAVIN Program	
046-500465	Consultants-IT Consol-Non-Benefit	\$658,000.00

### Explanation

This contract is **sole source** as the Department of Safety, Homeland Security and Emergency Management (HSEM), currently utilizes a platform owned and maintained by Emergency Communications Network (ECN). Using ECN as the prime contractor for the New Hampshire Statewide Automated Victim Information and Notification (SAVIN) program will allow the Department to leverage the hardware and software from ECN to provide surge capacity and failover coverage for both the emergency notifications used by HSEM and the victim notification system proposed by this grant. The NH SAVIN program will give crime victims notice of events occurring in the criminal justice system concerning their cases.

The SAVIN program grant will be used to fund the construction and implementation of a subscription notification service component to the NH Department of Safety's established criminal information sharing system, J-ONE. The system is scheduled to connect to the state prison, the courts, and the county jails, and will be designed to allow for future inclusion of all police departments, county attorneys, and other agencies of the state's criminal justice system, including those needing substantial technological updates to become compatible with J-ONE.

The program's dual purpose is the prevention of crime and the realization of victim's rights under the state statute RSA 21-M:8-k, Rights of Crime Victims. The program will lay the foundation for real-time notification to victims whose offenders are involved in the criminal justice system at any and all points, from arrest and court events through release from custody and probation and parole hearing.

If Federal Funds become unavailable, General Funds and Highway Funds will not be used.

Respectfully submitted,

John J. Barthelmes *EARL M. SUBWAY*  
Commissioner

*Asst*



**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)

**Peter C. Hastings**  
*Commissioner*

March 11, 2014

John J. Barthelmes  
Commissioner  
Department of Safety  
33 Hazen Drive  
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to contract with Emergency Communications Network, Inc., as described below and referenced as DoIT No. 2013-062.

The NH SAVIN project will give the victims of crime notice of events occurring in the criminal justice system concerning their cases. Criminal justice entities already connected to J-One will provide the data and ECN will provide the infrastructure that accepts and performs any required data transformations and delivers the data to the victims via automated means. The contract is effective upon Governor and Executive Council approval through September 30, 2015. The contract value is \$658,000

A copy of this letter should accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

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

Peter C. Hastings

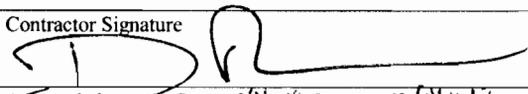
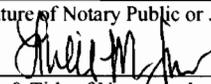
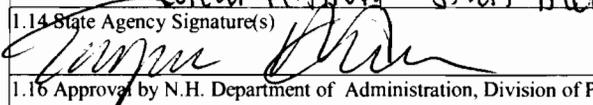
PCR/dcp  
DOS 2013-062

cc: David Perry, DoIT Contracts Manager  
Albert Sheldon, DOIT/DOS IT Lead

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The State of New Hampshire and Emergency Communications Network ("ECN") hereby mutually agree as follows:

**GENERAL PROVISIONS**

1.1 State Agency Name NH Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Emergency Communications Network		1.4 Contractor Address 9 Sunshine Boulevard. Ormond Beach, Florida 32174	
1.5 Contractor Phone Number 386-676-0294	1.6 Account Number 12440000-046-500465	1.7 Completion Date 9/30/2015	1.8 Price Limitation \$658,000.00
1.9 Contracting Officer for State Agency Elizabeth Bielecki		1.10 State Agency Telephone Number 603-223-8000	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory David DiGiacomo President	
1.13 Acknowledgement: State of <del>NH</del> <u>Florida</u> County of <u>Volusia</u> On July 9, 2013, 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]			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Loreal M. Snow Staff Accountant</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory <u>Director of Administration</u>	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>3/27/14</u>			
1.18 Approval by the Governor & Council By: _____ On: _____			

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed.
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by ECN and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System that affect the live operational use of the System.
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network.
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CM</b>	Configuration Management
<b>Certification</b>	ECN's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that ECN has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or processes once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>

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<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and ECN who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: Contract Management).
<b>Contracted Vendor</b>	ECN whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which the party alleged to be in default must cure the default identified.
<b>Custom Code</b>	Code developed by ECN specifically for this project for the State of New Hampshire.
<b>Custom Software</b>	Software developed by ECN, if applicable, specifically for this project for the State of New Hampshire.
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by ECN during the Contract Term.
<b>DBA</b>	Database Administrator

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<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p> <p>In no event shall a Deficiency or Defect include any issues which arise from the State’s modification to the Software or the System, E-VNS, the J-ONE, or network changes which are made without consulting ECN as to impacts on functionality.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by ECN to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file

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<b>Effective Date</b>	Following Governor and Executive Council approval, the date on which the Contract takes effect
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>E-VNS</b>	ECN Victim Automated Notification System
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of ECN's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Initial Deployment</b>	Successful deployment at the pilot sites.
<b>Initial Term</b>	The initial time period approved by Governor and Council
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.

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<b>J-ONE System</b>	Justice-One Network Environment – The State of NH project to capture Criminal Justice Data, facilitate its distribution.
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to ECN to begin work on the Contract on a given date and time.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required specifications and quality.
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by ECN to ensure a successful project.

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<b>Project Managers</b>	The persons identified who shall function as the State's and ECN's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
<b>Project Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Project Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Project Staff</b>	State personnel assigned to work with ECN on the project
<b>Proposal</b>	ECN's response submitted to the State's request for a proposal or statement of work.
<b>Regression Test Plan</b>	A plan integrated into the Project Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network.
<b>Schedule</b>	The dates described in the Project Plan for deadlines for performance of Services and other Project events and activities under the Contract.
<b>Service Level Agreement (SLA)</b>	A signed agreement between ECN and the State specifying the level of Service that is expected of, and provided by, ECN during the term of the Contract.
<b>Services</b>	The work or labor to be performed by ECN on the Project as described in the Contract.
<b>Software</b>	All Custom Software, if applicable, and COTS Software provided by ECN under the Contract.
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract



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<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Safety 33 Hazen Drive Concord, New Hampshire 03305 Reference to the term "State" shall include applicable New Hampshire government agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and ECN. The Contract Agreement SOW defines the results that ECN remains responsible and accountable for achieving.
<b>State's Confidential Information</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, ECN, which is performing Services under this Contract under a separate Contract with or on behalf of ECN.

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<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Project Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through June 30, 2013 for latest end of contract.
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
<b>Vendor/Contractor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>Walk Through</b>	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development.
<b>Warranty Period</b>	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.

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<b>Warranty Services</b>	The Services to be provided by ECN during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by ECN either in paper or electronic format.

This Contract is by and between the State of New Hampshire, acting through the Department of Safety ("State"), and Emergency Communications Network, LLC having its principal place of business at 9 Sunshine Blvd., Ormond Beach, FL 32174 ("ECN")

The purpose of this contract is for ECN to add functionality to its ECN Notification System (E-VNS) to enable it to interface with the New Hampshire J-ONE System.

**RECITALS**

The State desires to have ECN provide added functionality to its E-VNS;

ECN wishes to provide the E-VNS changes desired by the State.

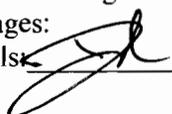
The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1. Contract Documents**

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

- a. The Contract Agreement
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Services
- g. Exhibit F Testing Services
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Requirements- Contractor Responses
- j. Exhibit I Project Plan
- k. Exhibit J Software License and related Terms
- l. Exhibit K Warranty and Warranty Services



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- m. Exhibit L      Training Services
- n. Exhibit M      Certificates and Attachments

**1.2. Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions*, as stated in this Contract Agreement Section 13: General Provisions.
- b. State of New Hampshire, Department of Safety Contract 2013-062.

**1.3 FIRM FIXED PRICE Contract**

This is a Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. ECN shall not be responsible for any delay, act, or omission of such other contractors, except that ECN shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of ECN.

**2. CONTRACT TERM**

**2.1. Term**

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

The Contract shall begin on the Effective Date and extend through June 30, 2015 (the “Initial Term”). The Term may be extended for one (1) additional period of three (3) years, (“Extended Term”) upon mutual agreement of the State and ECN. In the event the State desires to extend the Contract, it shall provide notice to ECN within thirty (30) days prior to the end of the Initial Term.

ECN shall commence work upon receipt of a Notice to Proceed issued by the State.

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

**Time is of the essence in the performance of ECN’s obligations under the Contract.**

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**3. COMPENSATION**

**3.1. Contract Price**

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

**4. CONTRACT MANAGEMENT**

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

**4.1. ECN Contract Manager**

ECN shall assign a Contract Manager who shall be responsible for all Contract administration. ECN's Contract Manager is:

Donald Denman  
Vice-President Business Development  
9 Sunshine Blvd.  
Ormond Beach, FL 32174  
Tel: 386-676-0294  
Email: ddenman@ecnetwork.com

ECN may update the contact information for the Contract Manager by providing notice to the State's Contract Manager.

**4.2. ECN Project Manager**

**4.2.1. Contract Project Manager**

ECN shall assign a Project Manager who meets the requirements of the Contract. ECN's selection of the ECN Project Manager shall be subject to the prior written approval of the State, which shall not be unreasonably withheld. The State's approval process may include, without limitation, at the State's discretion, review of the proposed ECN Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of ECN's Project Manager who, in the sole and reasonable judgment of the State, is found unacceptable or is not performing to the State's satisfaction. In such event, the State shall provide written notice to ECN stating the reason for such removal. ECN shall have a reasonable period of time to reassign personnel resources and provide a replacement Project Manager.

**4.2.2.** The ECN Project Manager shall have overall responsibility and accountability for project implementation, and shall function as ECN's representative for all administrative and management matters. ECN's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. ECN's Project Manager must be available to promptly respond during

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Normal Business Hours within two (2) hours to inquiries from the State. ECN's Project Manager must work diligently and use his/ her best efforts on the Project. ECN's Project Manager must be qualified to perform the obligations required of the position under the Contract.

- 4.2.3.** ECN shall not change its assignment of ECN Project Manager without providing the State written justification and obtaining the prior written approval of the State, except in the case of unforeseen circumstances such as termination, illness, or death. State approvals for replacement of ECN's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than ECN Project Manager being replaced; and be subject to reference and background checks described above in Contract Agreement Section 4.2.1: *Contract Project Manager*, and in Contract Agreement Section 4.10: *Background Checks*, below. ECN shall assign a replacement ECN Project Manager within ten (10) business days of the departure of the prior ECN Project Manager.
- 4.2.4.** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare ECN in default and pursue its remedies at law and in equity, if ECN fails to assign an ECN Project Manager as set forth in the terms of the Contract.
- 4.2.5.** The ECN Project Managers are:

Jeffrey Gottstein and Joe Little  
Project Managers  
9 Sunshine Blvd.  
Ormond Beach, FL 32174  
Tel: 386-676-0294  
Email: [jeff@lawenforcementtech.com](mailto:jeff@lawenforcementtech.com)  
[jlittle@ecnetwork.com](mailto:jlittle@ecnetwork.com)

ECN may update the contact information for the Project Manager by providing notice to the State's Contract Manager.

**4.3. ECN Key Project Staff**

**4.3.1.** ECN shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the Contract. The State may conduct reference and background checks on ECN Key Project Staff. The State reserves the right to require removal or reassignment of ECN's Key Project Staff who are found unacceptable within the reasonable judgment of the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

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**4.3.2.** ECN shall not change any ECN Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State, except in the case of unforeseen circumstances such as termination, illness or death. State approvals for replacement of ECN Key Project Staff will not be unreasonably withheld. The replacement ECN Key Project Staff shall have comparable or greater skills than ECN Key Project Staff being replaced; meet the requirements of the Contract, and be subject to reference and background checks described above in Contract Agreement Section 4.2.1 and in Contract Agreement Section 4.10: *Background Checks*

**4.3.3.** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare ECN in default and to pursue its remedies at law and in equity, if ECN fails to assign Key Project Staff as set forth in the terms of the Contract.

**4.4. State Contract Manager**

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

Elizabeth Bielecki  
State Contract Manager  
NH Department of Safety  
33 Hazen Drive  
Concord, NH 03301  
(603) 223-8000  
elizabeth.bielecki@dos.nh.gov

**4.5. State Project Manager**

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

1. Leading the Project;
2. Engaging and managing all Contractors;
3. Managing significant issues and risks.
4. Reviewing and accepting Contract Deliverables;
5. Invoice sign-offs;
6. Review and approval of change proposals; and
7. Managing stakeholders' concerns.

The State Project Manager is:

Keith Lohmann  
State Project Manager  
NH Department of Safety  
33 Hazen Drive Room 308  
Concord, NH 03301  
(603) 230-3041  
Keith.Lohmann@dos.nh.gov

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**4.6. State Meetings and Reports**

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

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

**Status Meetings:** Participants will include, at the minimum, the ECN Project Manager and the State Project Manager. These meetings will be conducted at least once a month via teleconference.

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

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

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

**4.7. State-Owned Documents and Data**

ECN shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, ECN shall turn over all State-Owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format. State-Owned Documents does not include ECN's intellectual property the ownership of which remains with ECN.

**4.8. Records Retention and Access Requirements**

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

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. Access to these items



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shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period, except for the State's own travel and labor costs associated with such audit or inspection, which shall be borne solely by the State. ECN shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to ECN's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors, provided however, that any cost structure, profit factors or other intellectual property information which is unrelated to the Contract, but otherwise contained on such books, records, documents and other evidence of accounting procedures and practices, may be redacted prior to tendering copies to the State.

**4.9. Accounting Requirements**

ECN shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and ECN shall maintain records pertaining to the Services and all other costs and expenditures.

**4.10. Background Checks**

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

**5. DELIVERABLES**

**5.1. Deliverables and Services**

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

**5.2. Non-Software and Written Deliverables Review and Acceptance**

After receiving written Certification from ECN that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables and Exhibit H: Requirements, Contractor Responses*. The State will notify ECN in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of ECN's written Certification. If the State rejects the Deliverable, the State shall notify ECN of the nature and class of the Deficiency and ECN shall correct the Deficiency within the period identified in Contract Exhibit I: *Project Plan*. If no period for ECN's correction of the Deliverable is identified, ECN shall correct the Deficiency in the Deliverable within five (5) business days, unless otherwise mutually agreed by ECN and the State. Upon receipt of the corrected

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Deliverable, the State shall have five (5) business days to review the Deliverable and notify ECN of its Acceptance or rejection thereof, with the option to extend the Review Period, by providing notice to ECN, up to five (5) additional business days. If ECN fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require ECN to continue until the Deficiency is corrected, or immediately terminate the Contract, declare ECN in default, and pursue its remedies at law and in equity. In no event shall ECN be responsible to cure any Deficiency which arises from any modification to the Software or the System, the E-VNS, the J-ONE, or the network which are made by the State without ECN's approval. In the event the State fails to notify ECN of its acceptance or rejection of a Deliverable within any period set forth herein, ECN shall have the right to request that the State provide ECN with written notice confirming acceptance or rejection. In the event the State fails to respond to such notice within five (5) business days, ECN shall have the right to initiate Dispute Resolution in accordance with the terms of this Agreement.

**5.3. System/Software Testing and Acceptance**

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

**5.4. Security and Infrastructure**

ECN shall ensure that appropriate levels of security are implemented and maintained on ECN products in order to protect the integrity and reliability of the information and services provided by ECN's interface with the J-One System. As the purpose of this contract is for ECN to provide functionality to allow E-VNS to interface to a larger system not part of the E-VNS, ECN is responsible for only the ECN side of the interface. ECN is not responsible for any portion of the J-One System, or hardware or third party software.

**6. SOFTWARE**

**6.1. Software and Documentation**

ECN shall provide the State as particularly described in Exhibit J: *Software License and Related Terms*.

**6.2. Software Support and Maintenance**

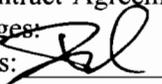
Not Applicable

**6.3. Custom Software and Documentation**

If applicable, ECN shall provide the State with Custom Software as set forth under the Contract, subject to the License set forth in the Contract Agreement- Section 11: *Intellectual Property*, herein, and Exhibit J: *Software License and Related Terms*.

**6.4. Custom Software Support and Maintenance**

Maintenance will not be purchased by the State. The State acknowledges and agrees that, in the absence of a separately purchased maintenance plan, which shall be set forth by separate written



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agreement by and between the State and ECN, no additional Services will be provided by ECN after completion of the Warranty Period.

**7. WARRANTY**

ECN shall provide the Warranty and Warranty Services, during the Warranty Period, set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

**8. SERVICES**

ECN shall provide the Services as set forth in the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

**8.1. Administrative Services**

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

**8.2. Implementation Services**

ECN shall provide the State with the implementation services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

**8.3. Testing Services**

ECN shall perform testing services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

**8.4. Training Services**

ECN shall provide the State with training services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

**8.5. Maintenance**

Maintenance for any time period after the Warranty Period will not be purchased by the State under this Agreement. Any maintenance services after the Warranty Period may be purchased by the State via separate written agreement, as particularly described in Exhibit K: *Warranties*.

**9. PROJECT PLAN DELIVERABLE**

ECN shall provide the State with a Project Plan that shall include a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule.

The initial Project Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Project Plan*. ECN shall update the Project Plan as necessary, but no less than once a month, to accurately reflect the status of the Project, including, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Project Plan*. The updated Contract Exhibit I: *Project Plan*, as approved by the State, is incorporated herein by reference.



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Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Project Plan* shall not relieve ECN from liability to the State for damages resulting from ECN's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule; provided, however, that ECN shall not be liable for delays in performance due to an event of Force Majeure.

In the event of any delay in the Schedule, ECN must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of ECN or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by ECN to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from ECN's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Project Plan, the Schedule shall automatically extend on a day-to-day basis. Negative impact to a third party is reasonable cause to disallow a request for extension.

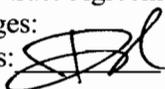
Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it reasonably determines that ECN is in default of any requirements of this section.

## **10. CHANGE ORDERS**

The State may make changes or revisions at any time by written Change Order, provided such changes or revisions reasonably fall within the scope of the Contract and do not otherwise modify the design document mutually approved by ECN and the State. Within ten (10) business days of ECN's receipt of a Change Order, ECN shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Project Plan.

ECN may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Project Plan. Within ten (10) business days, of the State's receipt of a Change Order, the State shall advise ECN of whether the Change Order is accepted. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from ECN to the State, and the State acceptance of ECN's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing, provided however, that ECN may treat a Change Order as rejected if a response is not received from the State as set forth herein. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.



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**11. INTELLECTUAL PROPERTY**

**11.1. State's Business**

All rights, title and interest in State Data shall remain with the State. The State's rights in Deliverables, subject to the license provided for herein, shall be for purposes of the State's business only. All intellectual property rights in the Deliverables, excluding any State Data contained therein, remain with ECN. The State may not assign, re-license, rent or lease the Software, or any intellectual properties contained therein, at any time or for any purpose, or use the Software for third-party training, commercial time-sharing, or service bureau use.

**11.2. ECN's Materials**

Subject to the provisions of this Contract, ECN may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, ECN shall not distribute any products containing or disclose any State Confidential Information. ECN is free to re-create the Deliverables for any reason, including but not limited to for re-sale or re-license, without any obligation to the State, provided such creation does not include any State Confidential Information. ECN shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by ECN employees or third party consultants engaged by ECN.

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

**11.3. Copyright**

**WWW Copyright and Intellectual Property Rights**

All right, title and interest in the State WWW site, including copyright to all State Data and information, shall remain with the State. ECN shall retain all right, title and interest in any E-VNS interfaces and computer instructions embedded within the WWW pages, including but not limited to the right to create derivative works therefrom, provided such works do not use any State intellectual property, and will grant the State a license to use same in accordance with the License granted under the Contract. All WWW pages and any other State Data or information shall, where applicable, display the State's copyright.

**11.4. Custom Software Source Code**

Not applicable

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**11.5. Survival**

This Contract Agreement Section 11: *Intellectual Property* shall survive the termination of the Contract.

**12. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**12.1. Use of State's Information**

In performing its obligations under the Contract, ECN may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). ECN shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for ECN's performance under the Contract.

**12.2. State Confidential Information**

ECN shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to ECN in connection with its performance under the Contract, regardless of its form. Any release of the State Confidential Information shall require the prior written approval of the State. ECN shall immediately notify the State if any request, subpoena or other legal process is served upon ECN regarding the State Confidential Information, and ECN shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, ECN shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**12.3. ECN Confidential Information**

Insofar as ECN seeks to maintain the confidentiality of its Confidential Information, ECN must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that ECN considers the Software, and all object code and source code contained therein, and Documentation to be Confidential Information of same. ECN acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by ECN as confidential, the State shall notify ECN, at the State's earliest convenience, and specify the date the State will be releasing the requested information, provided however, the State will provide ECN with a reasonable amount of time in which to defend against such disclosure. Upon receipt of such request, the State shall provide ECN with copies of items in its possession which it believes are required to be disclosed pursuant to the request, and ECN shall cooperate and assist the State with the review of ECN's information in the State's possession, at no additional expense to the State. Any effort to prohibit or enjoin the release of the

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information shall be ECN's sole responsibility and at ECN's sole expense. If ECN fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to ECN, without any liability to ECN.

**12.4. Survival**

This Contract Agreement Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

**13. GENERAL PROVISIONS**

**13.1. Conditional Nature of Contract**

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving ECN 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: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**13.2. Compliance by ECN with Laws and Regulations: Equal Employment Opportunity**

**13.2.1.** In connection with the performance of the Contract, ECN shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon ECN, including, but not limited to, civil rights and equal opportunity laws. ECN shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, ECN shall comply with all applicable copyright laws.

**13.2.2.** During the term of the Contract, ECN shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

**13.2.3.** If the Contract is funded in any part by monies of the United States, ECN 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. ECN further agrees to permit the State, or United



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States, access to any of ECN's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

- 13.2.4. Regulatory/Government Approvals** - ECN shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

**13.3. Work Hours**

In the event Vendor personnel are required to work on-site at the State's premises, such Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

**13.4. Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide ECN with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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

**13.5. Personnel**

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

- 13.5.2.** Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), ECN 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 the Contract. During such six (6) month period, the State shall not solicit for hire any ECN personnel or its subcontractor's personnel. This provision shall survive termination of the Contract

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

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**13.6. Dispute Resolution**

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

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

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	ECN	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	ECN Project Managers Jeffrey Gottstein or Joe Little	State Project Manager (PM)	5 Business Days
First	Donald Denman, ECN Vice President of Business Development	State Project Management Team (PMT)	10 Business Days
Second	David DiGiacomo, ECN President	John J. Barthlemes; Commissioner NHDOS	15 Business Days, and extendable by mutual agreement

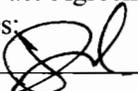
The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

**13.7. Termination**

This Section 13.7 shall survive the termination or Contract Conclusion.

**13.7.1. Termination for Default**

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



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- 13.7.1.1.** In the event the State declares ECN in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:
- 13.7.1.1.1.** Set off against any other obligations the State may owe to ECN under this Contract;
  - 13.7.1.1.2.** Procuring Services that are the subject of the Contract from another source is not applicable; and
  - 13.7.1.1.3.** Treat the Contract as breached and pursue its remedies at law or in equity, or both.
- 13.7.1.2.** In the event of default by the State, ECN shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by mutual agreement of the State and ECN. In the event ECN declares the State in default under any provision of the Contract, ECN may, at a minimum, treat the Contract as breached and pursue its remedies at law or in equity, or both.
- 13.7.1.3.** **No remedy conferred under the Contract is intended to be exclusive of any other** remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's, or ECN's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

**13.7.2. Termination for Convenience**

- 13.7.2.1.** The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to ECN. In the event of a termination for convenience, the State shall pay ECN the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. A termination for non-appropriations shall constitute a termination for convenience under this section. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.
- 13.7.2.2.** During the thirty (30) day period, ECN shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

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**13.7.3. Termination for Conflict of Interest**

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

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

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

**13.7.4. Termination Procedure**

**13.7.4.1.** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require ECN to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated, provided that nothing herein shall prohibit ECN from retaining any and all rights to property delivered to the State pursuant to this paragraph, excluding any State Confidential Information.

**13.7.4.2.** After receipt of a notice of termination, and except as otherwise directed by the State, ECN shall:

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

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be furnished to the State and which has been accepted or requested by the State except that this shall not be construed to include intellectual property belonging to ECN or its subcontractors; and

- e. Provide written Certification to the State that ECN has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost, provided that, in no event shall the Transition Services continue more than sixty (60) days after ECN's receipt of a notice of termination.

**13.8. Force Majeure**

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

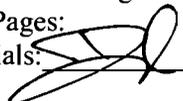
**13.9. ECN's Relation to the State**

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

**13.10. Assignment, Delegation and Subcontracts**

**13.10.1.** ECN shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

**13.10.2.** ECN shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, where such agreement shall not be unreasonably withheld, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: neither relieve ECN of any of its obligations under the Contract; nor affect any remedies available to the State against ECN that may arise from any event of default of the provisions of the contract. Absent such written assignment, the



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State shall consider ECN to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**13.10.3.** Notwithstanding the foregoing, assuming the ECN team remains in place and is able to carry out the original contract requirements, nothing herein shall prohibit ECN from assigning the Contract to the successor of all or substantially all of the assets or business of ECN provided that the successor fully assumes in writing all obligations and responsibilities under the Contract.

**13.11. Indemnification**

**13.11.1** ECN 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 ECN, its personnel or agents in connection with ECN's performance of the Contract.

**13.11.2** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

**13.11.3 Survival**

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

**13.12. Limitation of Liability**

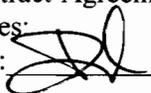
**13.12.1 State**

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

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

**13.12.2 ECN**

Subject to applicable laws and regulations, in no event shall ECN be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and ECN's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement-General Provisions*.



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Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to indemnification obligations set forth in the *Contract Agreement* Section 13.11: *Indemnification* and confidentiality obligations in Contract Agreement Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

**13.15.3 Survival**

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

**13.13. Insurance**

**13.13.1. ECN Insurance Requirement**

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

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- b. The policies shall be the standard forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance, and issued by insurers licensed in the State of New Hampshire or underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each certificate of Insurance shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State
- c. ECN shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. ECN shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

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

Department of Information Technology funded projects the Certificate Holder and address should be identified as:

State of New Hampshire  
Department of Safety  
John J. Barthelmes  
33 Hazen Drive, Concord, NH 03301.

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**13.14. Workers' Compensation**

**13.14.1.** By signing the Contract ECN agrees, certifies and warrants that ECN is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

**13.14.2.** To the extent ECN is subject to the requirements of N.H. RSA chapter 281-A, ECN 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. ECN shall furnish the Insurance Certificate Holder, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached to the Contract and shall be incorporated therein by reference.

**13.14.3.** The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for ECN, or any subcontractor or employee of ECN, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

**13.15. Waiver of Event of Default**

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.

**13.16. Notice**

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

TO ECN:

Donald Denman  
Vice-President of Business Development  
9 Sunshine Blvd.  
Ormond Beach, FL 32174  
386-676-0294  
ddenman@ecnetwork.com

TO STATE:

Elizabeth Bielecki  
State of NH, Department of Safety  
33 Hazen Drive  
Concord, NH 03305  
603-223-8000  
elizabeth.bielecki@dos.nh.gov

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The contact information for this section may be amended by sending written notice to the other party in accordance with this paragraph.

**13.17. Amendment**

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

**13.18 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. The wording used in this Contract 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.

**13.19 Third Parties**

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

**13.20 Headings**

The headings throughout the Contract 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 Contract provisions, and are for reference purposes only.

**13.21 Exhibits**

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

**13.22 Special Provisions**

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

**13.23 Severability**

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

**13.24 Venue and Justification**

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



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**13.25 Survival**

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

**13.26 Entire Contract**

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

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EXHIBIT A  
CONTRACT DELIVERABLES

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

Design, build and test enhancements, developed by ECN in ECN’s Victim Automated Notification System (“E-VNS”), in accordance with the time frames in the Project Plan. ECN is responsible for only that portion of the E-VNS interface to J-ONE which is created by ECN. ECN is not responsible for any portion of the the J-One System, or any hardware or software created, provided and/or coded by third parties.

Prior to the commencement of work on Non-Software and Written Deliverables, ECN shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. The State reserves the right to reject any and all Deliverables, in accordance with the Contract, in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof, provided such Deficiencies have not been caused by changes outside of ECN’s control or which are not remedied by ECN in accordance with the terms set forth in the Contract.

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing shall be effective for the Term of this Contract, and any extensions thereof.

**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

**2.1. Preliminary Implementation Schedule – Activities / Deliverables / Milestones**

**Table A1 – Preliminary Implementation Schedule – Activities / Deliverables / Milestones**

Ref Numb	Activity, Deliverable, or Milestone	Deliverable Type
1	Participate in Kickoff meeting	Non-Software
2	Monthly Status Reports	Written
3	Project Plan	Written
4	Production of, and State acceptance of Business Requirements (as described in Exhibit H, item 1D.3), Functional Design (as described in Exhibit H, item 1D.4), System Design Documentation (as described in Exhibit H, item 1D.5), and Critical Incident Management Plan as (provided in Exhibit H, Table 1D.6).	Hardware and Software

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CONTRACT DELIVERABLES

5	A messaging system as described in Exhibit H, Table 1A, after successfully completing unit testing.	Hardware and Software
6	A web portal with specifications outlined in Exhibit H, Table 1B after successfully completing unit testing.	Written
7	Successful completion and State acceptance of software after System and Integration Testing	Software
8	Successful completion and State acceptance of software after Security Testing	Software
9	Successful completion and State acceptance of software after User Acceptance Testing	Non-Software
10	State acceptance of ECN produced training materials and deployment of classes.	Non-Software
11	State acceptance of Citywatch system in production.	Non-Software
12	Warranty Period	Non-Software

**The Preliminary Implementation Schedule** shall be replaced by the Project Plan.

**2.2. TRAINING DELIVERABLES**

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Project Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

**2.3. SOFTWARE LICENSES**

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1. Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling **\$658,000** for the period between the Effective Date through June 30, 2014. ECN shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow ECN to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

**Table B1 - Activities / Deliverables / Milestones Pricing**

Ref Numb	Activity, Deliverable, or Milestone	Cost	Projected Delivery Date
1	Participate in Kickoff meeting		
2	Monthly Status Reports		
3	Project Plan	\$50,000	
4	Production of, and State acceptance of Business Requirements (as described in Exhibit H, item 1D.3), Functional Design (as described in Exhibit H, item 1D.4), System Design Documentation (as described in Exhibit H, item 1D.5), and Critical Incident Management Plan as (provided in Exhibit H, Table 1D.6).	\$150,000	
5	A web portal with specifications outlined in Exhibit H, Table 1B after successfully completing unit testing.		
6	A messaging system as described in Exhibit H, Table 1A, after successfully completing unit testing.	\$100,000	
7	Successful completion and State acceptance of software after System and Integration Testing	\$100,000	
8	Successful completion and State acceptance of software after Security Testing	\$50,000	
9	Successful completion and State acceptance of software after User Acceptance Testing	\$100,000	
10	State acceptance of ECN produced training materials and completion of classes.	\$50,000	
11	State acceptance of Citywatch system in production.	\$58,000	
12	Warranty Period		
	Total	\$658,000	

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

\*Note – Payment is due upon delivery and acceptance of: Kickoff Meeting, Project Plan and the first Status Report.

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **\$658,000** (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to ECN for all fees and expenses, of whatever nature, incurred by ECN in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

**3. INVOICING**

ECN shall submit correct invoices to the State for all amounts to be paid by the State. All invoices shall be subject to the State’s prior written approval, which shall not be unreasonably withheld. ECN shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as reasonably determined by the State and contain detailed information, including without limitation, itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:  
Keith Lohmann, Program Manager  
NH Department of Safety  
33 Hazen Drive  
Suite 308  
Concord, NH 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Accounts Payable  
Citywatch, Service of Emergency Communications Network  
9 Sunshine Blvd.  
Ormond Beach, FL 32174

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PRICE AND PAYMENT SCHEDULE

**5. OVERPAYMENTS TO ECN**

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

**6. CREDITS**

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

**7. RIGHT TO OFFSET**

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

**8. GRANT LIMITATION**

If federal funds from the US Department of Justice become unavailable then this contract is no longer in effect. The State shall follow the termination procedures referenced in section 13.7.4 of this contract agreement.



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EXHIBIT C  
SPECIAL PROVISIONS

**1. Special Provisions**

**1.1.** Both parties agree to amend SOW Section 13.13.1 of the Contract 2013-062 in order to show the amount of insurance is in agreement with ECN's coverage currently in force for comprehensive general liability in the amount of \$1,000,000.00 for each occurrence and the excess/umbrella liability in the amount of \$5,000,000.00 for each occurrence.

**1.2.** Both parties agree to amend SOW Section 13.11.1 of the Contract 2013-062 by replacing paragraph 13.11.1 with the following paragraph:

**13.11.1** ECN 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 ECN, its personnel or agents in connection with ECN's performance of the Contract. ECN shall not be liable for damages, claims, liabilities or penalties to the extent they are caused by the negligence or wrongful act of the State, its agents or employees.

**1.3.** Both parties agree to amend SOW Section 13.15 of the Contract 2013-062 by replacing paragraph 13.15 with the following paragraph:

**13.15 Waiver of Event of Default**

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

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**EXHIBIT D**  
**ADMINISTRATIVE SERVICES**

**1. STATUS REPORTS**

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects to receive monthly updates to the Project Plan.

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

ECN shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State owned documents"). Upon expiration or termination of the Contract with the State, ECN shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Upon expiration or termination of the Contract, the State shall turn over all documents, materials, and reports containing intellectual property of ECN which are not incorporated into Deliverables tendered to the State at no additional cost to ECN. Documents must be provided in both printed and electronic format where available. State owned documents do not include ECN's intellectual property, or if applicable its subcontractor's or vendor's intellectual property. All right and title to ECN's intellectual property shall remain with ECN; all right and title to any ECN subcontractor or vendor intellectual property shall remain with the respective owner thereof.

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

**3. ACCOUNTING REQUIREMENTS**

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

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**EXHIBIT E**

**IMPLEMENTATION SERVICES**

ECN shall provide the State with the following services set forth in Contract Exhibit A.

**IMPLEMENTATION STRATEGY**

**Key Components**

1. ECN shall employ an implementation strategy with a timeline set forth in accordance with the Project Plan:
2. ECN and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
3. ECN shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the application, and prepares the State to assume responsibility for and ownership of the new System. A focus on technology transition shall be deemed a priority.
4. ECN shall manage project execution and provide the tools needed to create and manage the Project's Project Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
5. ECN shall adopt an Implementation time-line aligned with the State's required time-line.

**Timeline**

The timeline is set forth in the Project Plan.

**Planning**

During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

**Implementation**

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the Software Enhancements shall be ready for implementation in accordance with the mutually agreed upon schedule.

Implementation shall be Statewide in accordance with the project schedule.

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**EXHIBIT E**  
**IMPLEMENTATION SERVICES**

Change Management and Training

ECN's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

IMPLEMENTATION METHODOLOGY

The ECN team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

1. ECN will coordinate implementation to the production environment with the State prior to the action taking place.
2. ECN will ensure that the production environment replicates the test environment in both configuration and execution.
3. The State will ensure that the host network and application is prepared for implementation.
4. Both the State and ECN will have personnel capable of troubleshooting errors and discrepancies on site or via conference call and remote system access during implementation.
5. During the period between implementation and "stable production" ECN will have personnel available on line or by telephone for troubleshooting within 2 hours of a query by the State.
6. ECN will ensure that the implementation is completed in an incremental fashion.

SECURITY

ECN shall maintain security consistent with CJIS Version 5.1 requirements for the system's Interface to J-ONE with the limitation that ECN cannot be held responsible for security which is outside the control of ECN, provided that if the System design places E-VNS outside of the J-One network, and a Cisco firewall is required for data encryption, such Cisco device will be provided by the State. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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ECN shall provide the following Products and Services described in this Exhibit F, including but not limited to:

TESTING AND ACCEPTANCE

ECN must employ an integrated and coherent approach to complete System testing, Deficiency correction, Acceptance, training, and Warranty Services to ensure successful completion of the Project as required under the Contract.

ECN must deliver a fully developed and thoroughly tested product following its own SDLC Methodology. ECN must include any scheduling assumptions regarding the State resource efforts required during Acceptance Testing.

ECN is responsible for designing, building and testing the E-VNS per State specifications as set forth herein. The J-One Technical Team will provide the mutually agreed upon Acceptance Test Plan (ATP), test scripts (if necessary) and test data. ECN will participate in Acceptance Testing by:

- training J-One testers as necessary to use its E-VNS interface,
- working with the State to coordinate with E-VNS law enforcement users of the ECN System for testing purposes,
- providing test instances of the ECN System to interface with the J-One test environment which will be installed at up to three sites, and
- Providing additional support as needed and as mutually agreed upon in the Project Plan.
- Test Planning and Preparation

User Acceptance Testing will commence upon the ECN Project Manager's Certification, in writing, that its System has completed Unit Testing and System Integration Testing and is ready for User Acceptance Testing.

ECN will certify that the State's personnel have been trained and the System is installed, configured, complete, and ready for User Acceptance Testing. The State will notify ECN within five (5) business days after receiving such certification of the date when User Acceptance Testing will begin. The User Acceptance Testing will be conducted by the State in an environment independent of ECN's System development environment.

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Unit Testing	ECN is solely responsible for this phase.
System Integration Testing	The State and ECN will conduct System Integration Testing to validate the functionality of the System and its Interfaces. The State will also use System Integration Testing to validate modifications; fixes and other System interactions with ECN supplied Software. The State and ECN agree to conduct System Integration testing within forty five (45) days following completion of Unit Testing. In the event no errors are reported by the State during System Integration Testing during such forty five (45) day period, or in the forty five (45) day period immediately following ECN's notice that an error reported during System Integration Testing has been remedied by ECN, ECN shall be entitled to issue a notice that the system is ready for UAT
User Acceptance Testing (UAT)	<p>User Acceptance Testing (UAT) is a verification process performed in a copy of the production Environment. User Acceptance Testing verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.</p> <p>ECN's Project Manager must certify in writing, that ECN's own staff has successfully executed Unit Testing and System testing prior to the start of any testing executed by State staff.</p> <p>The User Acceptance testing will be conducted and completed according to the ATP contained in Appendix 1 to Exhibit F.</p> <p>UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System. The results of the UAT provide evidence that the new System meets Acceptance criteria as defined in the ATP.</p> <p>The UAT Period will consist of execution of the ATP in a test environment at three sites. Upon completion of the ATP phase the three pilots will switch to production systems. Upon 30 consecutive days of successful operation in the production environment at the three pilot sites, the State will accept the System and the Warranty shall commence.</p>

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Regression Testing as a part of UAT	<p>As a result of the testing activities, problems may be identified that require correction. The State will notify ECN of the nature of the testing failure in writing within one (1) business day of discovering such error. ECN will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the Modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <p>For each failure which is corrected within the test period or which results in a Class "C" deficiency during an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Testing Plan.</p> <p>ECN shall notify the State no later than five (5) business days from ECN's receipt of written notice of the test failure describing when ECN expects the corrections to be completed and ready for retesting by the State.</p> <p>When a programming change is made in response to a problem identified during testing, a regression Acceptance Testing Plan shall be developed by ECN based on the understanding of the program and the change being made to the program. The Acceptance Testing Plan has two objectives:</p> <p>Validate that the change/update has been properly incorporated into the program; and</p> <p>Validate that there has been no unintended change to the other portions of the program.</p> <p>ECN must:</p> <ol style="list-style-type: none"> <li>1 Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;</li> <li>2 Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and</li> </ol> <p>Manage the entire cyclic process.</p> <p>ECN will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.</p>
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	<p>In designing and conducting such regression testing, ECN will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, ECN will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.</p> <p>In their Proposal, ECN must acknowledge their responsibilities for regression testing as described in this section.</p>
Security Testing	<p>ECN is responsible for Security Testing to demonstrate compatibility with CJIS Version 5 using a methodology of their choice and agreed to be appropriate by the Department of Safety Information Security Officer and reporting on the results.*</p>

Table F-1: Testing

\* Note – At the conclusion of Security Testing ECN shall transmit the testing results to the State

Remedies

In the event that the Software fails UAT, the State may declare ECN in default and, at its option: 1) terminate the Contract, in whole or in part, by providing thirty (30) days' written notice to ECN, without penalty or obligation by the State; 2) return the Software to Citywatch and receive a refund of all amounts paid under the Contract, within ninety (90) days of notification to Citywatch of the State's intent to request a refund; 3) and pursue its remedies available at law and in equity.

Notwithstanding any provision of the Contract to the contrary, the State's option to terminate the Contract and pursue the remedies above will remain in effect until ECN completes full performance of its obligations in accordance with the Contract.

System Acceptance

Upon successful completion of User Acceptance Testing, the State will issue a Letter of Final System Acceptance if there are no Class A Deficiencies in the System at that time, in accordance with the terms of the Contract.

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MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

Maintenance may be purchased by the State for services after the Warranty Period, at a separate cost, by separate written agreement with ECN.

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## SYSTEM REQUIREMENTS AND DELIVERABLES

### H-1. Scope of Work

This section contains an overview of the Requirements, Deliverables, Interfaces and additional documents necessary to complete ECN's interface to the J-ONE system via the CPI system and CPI interfaces. The detailed requirements are contained in Appendix H, Tables 1 through 9.

Design, build and test enhancements to ECN's E-VNS system using an ECN System Development Methodology and deliver to the State fully realized components with the following functions and features:

- 1) Modify E-VNS as necessary so that users can capture and store all the data elements of a NH Victim Notification Registration.
- 2) Incorporate the J-One Uniform Victim Registration Table ("UVRT") into E-VNS so that users can select the appropriate UVRT elements for the registration.
- 3) Create a unique Victim Registration Number ("VRN") for each registration according to the specification to be defined by mutual agreement between ECN and the State.
- 4) Generate an electronic XML version of the registration that complies with the XML schema and sample that the State will provide.
- 5) Design and build an interface to send the XML registration message to J-One using Web Services. The State will provide the necessary specification according to the agreed upon protocol.
- 6) The System must validate the registration for required data elements prior to sending the XML message to J-ONE.
  - a) If validation fails, display an error message to the user so that missing elements can be added.
  - b) If validation is successful, send the XML version to J-One
- 7) Design and build an interface to accept Notification Events (as listed in Appendix H, Table 1A, Item 1A2) sent from source data vendors (as identified in Exhibit H, Table 4, Item 4.3) through J-One back to E-VNS
- 8) Design and build an interface to accept initial load and updates of Victim Registration data sent from J-One to E-VNS. Deliver to the State the ECN interface design specification (a WSDL for Web Services) to receive these transactions. The ECN interface must accept message transactions that comply with the State's UVRT XML schema which will be developed as part of the Contract.

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During User Acceptance Testing, ECN will demonstrate to the State that the E-VNS GUI displays UVRT data properly, test and confirm the “PRINT & SEND” functionality, and test the E-VNS interface to ensure that message transactions are completed properly.

H-2. Requirements

**Table H-2.1: Requirements.** Item numbers may be discontinuous as the source is an overall J-One requirements document. The requirements set forth in this Exhibit H are the only requirements that apply to ECN and this Agreement.

G-1	ECN may participate in an optional initial kick-off meeting to initiate the Project which may be accomplished by teleconference.	O		
G-2	ECN shall submit a High Level Summary Project Plan within ten (10) days after the Effective Date (approval by Governor and Council). The Project Plan shall include a description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated as necessary.	M		The content of the Project Plan is summarized in Exhibit I Table 7.1
G-3	ECN will provide monthly status reports on the progress of the Project.	M		

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T-1				
T-2	Technical Authorization must be: (1) consistent with Statement of Work within Statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.	M		
T-3	All communication to and from the messaging solution must be in NIEM compliant xml format.	M		
S-1	The System shall conform with CJIS v. 5 (or current) Data Security requirements, provided that if the System design places E-VNS outside of the J-One network, and a Cisco firewall is required for data encryption, such Cisco device will be provided by the State.	M		
S-2	All J-One data sent from the System shall be encrypted.	M		
S-3	Ensure application has been tested and hardened to prevent critical application security flaws Consistent with CJIS Version 5 regulations.	M		
S-4	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M		
S-5	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M		

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S-6	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M		
S-7	Subsequent application Implementations or upgrades shall not remove or degrade security requirements	M		
S-8	Application should be protected from unauthorized use when at rest.	M		
1A.1	ECN will be responsible for specifying, ordering, delivering, installing and testing hardware and software (except for network connectivity and bandwidth, and primary circuits) capable of providing the functionality outlined in these requirements.	M		
1A.2	ECN will be responsible for creating and distributing NIEM-conforming xml messaging schemas for the following events and responsible sources:	M		
1A.2.1	Protective Order Service/Law Enforcement	M		
1A.2.2	Protective Order Attempted Service/Law Enforcement	M		
1A.2.3	Protective Order Failed Service/Law Enforcement	M		
1A.2.4	Protective Order Expiration of Order/Law Enforcement or Courts	M		
1A.2.5	Protective Order Firearms Notification/Law Enforcement	M		
1A.2.6	Arrest/Courts	M		
1A.2.7	Pre-Trial Transfer/County Corrections	M		
1A.2.8	Pre-Trial Release from Custody/County Corrections	M		
1A.2.9	Pre-Trial Bail/County Corrections	M		

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1A.2.10	Pre-Trial Charges Pending/County Corrections	M		
1A.2.11	Pre-Trial Escape/County Corrections	M		
1A.2.12	Upcoming Events/Courts	M		
1A.2.13	Court Location/Courts	M		
1A.2.14	Event Cancellation/Courts	M		
1A.2.15	Event Postponement/Courts	M		
1A.2.16	Disposition/Courts	M		
1A.2.17	Sentencing Documents in Felony Cases/Courts	M		
1A.2.18	Post Disposition Case Expiration/Corrections	M		
1A.2.19	Supervising Office/State Corrections	M		
1A.2.20	Supervising Officer/State Corrections	M		
1A.2.21	Administrative Conviction/Corrections	M		
1A.2.22	Administrative Hearing Date/Corrections	M		
1A.2.23	Type of Hearing/Corrections	M		
1A.2.24	Advance Release/Corrections	M		
1A.2.25	Post-Disposition Escape/Corrections	M		
1A.2.26	Post-Disposition Transfer between Facilities/Corrections	M		
1A.2.27	Work Release/Corrections	M		
1A.2.28	Interstate Compact/Corrections	M		
1A.2.29	Post-Disposition Appeals/Corrections	M		
1A.2.30	DOC Transfer to Court/Corrections	M		
1A.2.31	Reincarceration/Corrections	M		

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Initial All Pages:

Contractor's Initials SK

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1A.2.32	Post-Disposition Appeal Decision/Corrections	M		
1A.2.33	Return to Custody/Corrections	M		
1A.2.34	Supervision Status/Probation-Parole	M		
1A.2.35	Supervision Release/Probation-Parole	M		
1A.2.36	Supervision Change/Probation-Parole	M		
1A.2.37	Violation Hearing/Probation-Parole	M		
1A.2.38	Abscond/Probation-Parole	M		
1A2.39	Capture/Probation-Parole	M		
1A2.40	Revocation/Probation-Parole	M		
1A2.42	Restitution/Probation-Parole	M		
1A.3	User choice of one or more of the following messaging methods:	M		
1A.3.1	Electronic Mail (E-Mail)	M		
1A.3.2	Automated audio telephone message	M		
1A.3.3	Text To E-Mail message	M		
1.A.3.4	TDD Message	M		
1A.4	The messaging system shall be State administrative user configurable to create other message types in the future as the State sees fit.	M		
1A.5	The messaging system shall log all user and system I/O in a log system accessible to authorized administrative users.	M		
1A6	The messaging system shall log all notification requests	M		

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1A.7	The user may define the order of phone numbers to call if multiple phone numbers have been configured for Voice notifications. The system will send notifications in the order specified by the user.	M		
1A.8	The messaging system shall have logic and programming to recognize when a notification has been successful and terminate additional notification requests, if those notifications have not already been sent.	M		
1A.9	The messaging system shall have the capability to request and receive confirmation from the end user indicating that the notification had been successfully received.	M		
1A.9.1	Voice and TDD calls will allow the called party to confirm receipt of the message via touch tones at the end of the call.			
1A.9.2	Email messages will provide a URL link in the message body that can be clicked on to confirm receipt of the message.			
1A.9.3	E-Mail to text messages can be confirmed by replying to the message.			
1B.1	Provide software for a web-based registration system with the following attributes	M		
1B.1.1	A component for initial approval of victim participation by authorized party (administrative portal)	M		
1B.1.2	Facility for administrative user to build additional portals as needed	M		

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1B.1.3	A screen with check-boxes to allow authenticated and authorized user to choose notifications that they wish to receive (from 1.A.2)	M		
1B.1.4	Facility for authenticated and authorized user to directly change notification preferences	M		
1B.1.5	Facility for authenticated and authorized user to directly opt-in or out of personally receiving notifications	M		
1B.1.6	Facility to allow notification(s) to automatically be routed to both victim and host advocate	M		
1B.2	Web portal must connect to, and control the propagation of messages to end-users via choices made in portal	M		
1.B.3	The web portal shall present in English, with an option to present in Spanish at the option of the authorized user.	M		
1.B.4	The design of the web portal shall be such that the State will have the option of being able and capable of supporting other languages in the future as it sees fit.	M		
1.B.5	The web portal shall present the authenticated and authorized user with the ability to choose multiple notification methods (as noted in 1A.3) and to record the sequence in which the notification methods are accessed.	M		
1B.6	Web portal shall be compatible with the .net framework.	M		
1C.1	Messaging system will be allocated 2 servers for redundancy utilizing PRI circuits with 46 telports. 23 per server	M		

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1C.2	System shall be hardware and software compatible with current emergency messaging system utilized at the Department's Homeland Security and Emergency Management Division, and be deployed such that either system can natively utilize the other for failover notification capability.	M		
1C.3	System shall report to the State's Spectrum SNMP system to monitor for hardware/software error events using a Spectrum MIB provided by the State.	M		
1C.4	ECN will build capability into their system to support critical event management guidelines as promulgated by the Bureau of Justice Assistance for SAVIN projects.	M		
1D.1	The solution will have the capability to identify, prioritize (based on message severity) and report errors. Errors will be logged and reported to host advocates sequenced according to protocols developed in business requirements and methods outlined in 1A.3.	M		
1D.2	General system outages (based on power outages, hardware failures, etc.) will be reported to the State Spectrum server (snmp) according to State DoIT protocols	M		
1D.3	ECN will produce and submit a business requirements document according to the State of New Hampshire Department of Information Technology guidelines.	M		

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1D.3.1	ECN shall be responsible for providing an on-site walk through of the business requirements document to stakeholders and incorporate feedback provided by those stakeholder into that document.	M		
1D.4	ECN will produce and submit a functional design document according to the State of New Hampshire Department of Information Technology guidelines and protocols.	M		
1D.4.1	ECN shall be responsible for providing an on-site walk through of the functional design document to stakeholders and incorporate feedback provided by those stakeholder into that document.	M		
1D.5	ECN will produce and submit a system design document according to the State of New Hampshire Department of Information Technology guidelines and protocols.	M		
1D.5.1	ECN shall be responsible for providing an on-site walk through of the system design document to stakeholders and incorporate feedback provided by those stakeholder into that document.	M		
1D.6	ECN will produce and submit a Critical Event Management document consistent with BJA grant guidelines.	M		
2.1	Source messaging systems (contracted separately) will be required to transmit messages according to NIEM-complaint xml messaging protocols as provided by ECN in 1A.2	M		

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2.2	Computer Projects of Illinois (contracted separately) will be required to provide data message transformation and delivery between source messaging systems and ECN.	M		
2.3	Overall network design will be consistent with the schematic provided in <b>Appendix M</b> .	M		
3.1	Generate exportable, electronic reports available to authorized users that detail the notifications contained within messaging system. Make options available to have the reports filtered by disposition, date and time, end-user, source location, or receipt status.	M		
3.2	Generate exportable, electronic reports to authorized users that detail source information on query requests and the information returned as part of those queries.	M		
3.3	Generate exportable, electronic reports detailing all failed notifications and escalation steps taken.	M		
3.4	Generate exportable, electronic reports detailing all pending notifications in real time	M		
3.5	Generate exportable, electronic reports that detail system utilization.	M		
4.1	Testing will be performed by ECN for all new and enhanced functions prior to delivery.	M		
4.2	ECN will provide a fully tested System for User Acceptance Testing to be performed by the State and ECN.	M		



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4.3	ECN will participate in testing with the following source data vendors:	M		
4.3.1	Computer Projects of Illinois	M		
4.3.2	Tyler Technologies Odyssey	M		
4.3.3	Abilis New England CORIS	M		
4.3.4	Acronix JMS	O		
4.3.5	Global Tel*Link (DSI)	O		
4.3.6	One additional Jail Management System (TBD)	O		
5.1	ECN will train its advocate users as follows:	M		
5.1.1	ECN will provide two on-site training session to advocate users at a location to be provided by the State with audio-visual equipment necessary to carry out that training.	M		
5.1.2	The training session noted in 5.1.1 will be recorded and provided to the State as a webinar to be made available to advocate users as needed or desired.	M		
5.2	In addition to the two on-site training sessions described in 5.1.1, ECN will provide one additional on-site training session to Administrative users at a location to be provided by the State with audio-visual equipment provided by the State to record that training for future use.	M		
5.2	ECN will provide system documentation to allow system administrators to maintain and troubleshoot the system.	M		

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6.1	All data connections, transmissions, and storage of data will meet current Federal CJIS requirements as of the date of contract execution.	M	Y	
7.1	ECN will coordinate implementation with the J-One Technical Team following the completion of User Acceptance Testing.	M	Y	
8.1	System performance must meet the guidelines as outlined in the <u>J-One Integration Architecture, which will be provided to ECN at the State's earliest convenience for integration into the Project Plan.</u>	M	Y	
9.1	The E-VNS Database and messaging systems interfacing with J-One will be added to the standard State of New Hampshire archival, backup and recovery procedures.	D	N	

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The preliminary Project Plan created by ECN and the State is set forth at the end of this Exhibit. The elements of the preliminary Project Plan are documented in accordance with ECN's proposal to implement the Application Software and shall utilize Microsoft Project 2003 to support the ongoing management of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and ECN team members), refine the Project's scope, and establish the Project's Schedule. It shall utilize ECN's Project Management methodology, which shall be used to manage the Project's life cycle.

ECN's Project Manager and the State Project manager shall finalize the Project Plan within 10 days of the Effective Date unless otherwise mutually agreed by ECN and the State. This finalization shall further refine the tasks required to implement the Project. Management of this plan is a joint effort on the part of the ECN and State Project Managers.

ASSUMPTIONS

A. General

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

B. Logistics

- The ECN Team shall perform those portions of Exhibit H which require on-site training and walk-throughs, at State facilities when necessary, and those State facilities shall be provided at no cost to ECN.
- The ECN Team reserves the right to perform the work at ECN's facilities, when practical.
- The State shall provide adequate facilities for the ECN Team when working at the State's facilities, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each ECN Team members, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the ECN Team and shall be available when the Project begins.



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- The State shall provide ECN with remote network access to the E-VNS systems for the purpose of development, testing and support. ECN's standard remote access tool is LogMeIn. Alternatives can be accepted if agreed on by both ECN and the State. The state will need to allow access to the systems via port 80, and port 443 if encrypted.
  
- C. Project Management
  - The State shall approve the Project Management Methodology used for the Project.
  - The State shall provide the ECN Project Team with reasonable access to the State personnel as needed to complete project tasks.
  - A Project folder created within the State's Alfresco Content Management System, which shall be used for centralized storage and retrieval of project documents, work products, and other material and information relevant to the success of the project and required by project team members. This central repository is secured by determining which team members have access to the project folder and granting either view or read/write privileges. ECN's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Final versions of all documentation shall be loaded to the State's Alfresco Content Management System.
  - ECN assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.
  
- D. Technical Environment and Management
  - The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
  - The State's hardware operating environment and supporting software shall meet ECN certification requirements for the applications deployment being installed.
  - The State is responsible for providing the Internet access.
  - Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.
  
- E. Reporting
  - ECN shall deliver to the State project Manager a monthly update of the Project Plan, and telephonically discuss project status, at a minimum, monthly..
  
- F. User Training and Change Management
  - The ECN Team shall train its end users as necessary, as set forth herein.

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ROLES AND RESPONSIBILITIES

A. ECN Team Roles and Responsibilities

1) ECN Team Project Manager

The ECN Team Project Manager shall have overall responsibility for the day-to-day management of the project and shall plan, track, and manage the activities of the ECN Implementation Team. The ECN Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Project Plan;
- Assign ECN Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all ECN Team members;
- Provide monthly Project Plan updates to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals.
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

2) ECN Team

The ECN Team shall conduct analysis of requirements, validate the ECN Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Confirm application test case scenarios;
- Conduct testing of the configured application;
- Produce functional specifications for interfaces;
- Assist the State in execution of the State's Acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance testing; and
- Assist with the transition to production.
- The ECN team shall also assume the following tasks:

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- Development and Documentation of installation procedures; and
- Development and execution of Unit Test scripts;
- Unit Testing of interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

The following State resources have been identified for the project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the implementation.

1) State Project Manager

The State Project Manager shall work side-by-side with the ECN Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Manager represents the State in all decisions on implementation project matters, provides all necessary support in the conduct of the implementation project, and provides necessary State resources, as defined by the Project Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the ECN team;
- Assist the ECN Project Manager in the development of a detailed Project Plan;
- Identify and secure the State project team members in accordance with the Project Plan;
- Define roles and responsibilities of all State project team members assigned to the project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform the ECN Project Manager of any urgent issues if and when they arise; and
- Assist the ECN team staff to obtain requested information if and when required to perform certain project tasks.

2) State Subject Matter Experts (SMEs)

The roles of the State SMEs are to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the implementation. Responsibilities of the SMEs include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;

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- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System, Integration, and Acceptance testing;
- Assist in performing conversion and Integration Testing and data verification;
- Attend Project meetings when requested;

3) State Technical Lead

The State's Technical Lead reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the project;
- Assist the State and ECN Team Project Managers to establish the detailed Project Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Project Plan;
- Work with the ECN Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's project development and production environments;
- Work in partnership with the ECN and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor deliverable and it will be expected that ECN will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at WEEKLY project meetings.

4) State Network Administrator (DoIT)

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

5) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance test plans;
- Coordinating System, Integration, performance, and Acceptance tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;

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- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

1. PRELIMINARY Project Plan

The following Table 7.1 provides the preliminary agreed upon Project Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

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**Project Report**

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ID	Task Name	Work	Start	End	% Done	People	Predecessors
	Victim Notification Grant	311.4 work days spanning 602 days	Tuesday 8/14/12	Monday 4/7/14	0%	Schedule	
	Notice to Proceed	1 work days	Monday 8/26/13	Monday 8/26/13	0%	NHDOJ - Jane	
	Victim Notification Grant	spanning 1 day	8/26/13	8/26/13			
	Planning Phase	10.4 work days spanning 4 days	Tuesday 8/27/13	Friday 8/30/13	0%	NHDOJ - Jane	
	Victim Notification Grant	spanning 4 days	8/27/13	8/30/13			
	Kickoff Meeting	2.4 work days	Tuesday 8/27/13	Wednesday 8/28/13	0%	NHDOS - Keith	3
	Victim Notification Grant . Planning Phase	spanning 2 days	8/27/13	8/28/13			
	Update of Project Plan	2.6 work days	Tuesday 8/27/13	Wednesday 8/28/13	0%	ECN - Jeff	3
	Victim Notification Grant . Planning Phase	spanning 2 days	8/27/13	8/28/13			
	Status Meeting	3 work days	Tuesday 8/27/13	Wednesday 8/28/13	0%	NHDOS - Keith	3
	Victim Notification Grant . Planning Phase	spanning 2 days	8/27/13	8/28/13			
	Milestone - Planning Phase	2.4 work days	Thursday 8/29/13	Friday 8/30/13	0%	NHDOS - Keith	6, 5, 7
	Victim Notification Grant . Planning Phase	spanning 2 days	8/29/13	8/30/13			
9	Requirements	50 work days spanning 46 days	Monday 9/2/13	Thursday 10/17/13	0%		
	Victim Notification Grant	spanning 46 days	9/2/13	10/17/13			
10	Business Requirements Document	30 work days	Monday 9/2/13	Friday 10/11/13	0%	ECN - Jeff	8
	Victim Notification Grant . Requirements	spanning 40 days	9/2/13	10/11/13			
11	Error Processing	10 work days	Monday 9/2/13	Friday 9/6/13	0%	ECN - Jeff	8
	Victim Notification Grant . Requirements	spanning 5 days	9/2/13	9/6/13			
12	Critical Event Management Document	10 work days	Monday 10/14/13	Thursday 10/17/13	0%	ECN - Jeff	10
	Victim Notification Grant . Requirements	spanning 4 days	10/14/13	10/17/13			
13	Client Acceptance, Business Requirements	Milestone	Thursday 10/17/13	Thursday 10/17/13	0%	NHDOS - Keith	11, 12, 10
	Victim Notification Grant . Requirements		10/17/13	10/17/13			
	Functional Design	13.4 work days spanning 11 days	Thursday 10/17/13	Monday 10/28/13	0%		
	Victim Notification Grant	spanning 11 days	10/17/13	10/28/13			
	New Requirements/Design	1.4 work days	Thursday 10/17/13	Friday 10/18/13	0%	ECN - Jeff	13
	Victim Notification Grant . Functional Design	spanning 1 day	10/17/13	10/18/13			

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ID	Task Name	Work	Start	End	% Done	People	Predecessors
	<b>Victim Notification Grant</b>	311.4 work days spanning 602 days	Tuesday 8/14/12	Monday 4/7/14	0%	Schedule	
	<b>Functional Design</b>	13.4 work days spanning 11 days	Thursday 10/17/13	Monday 10/28/13	0%		
	Victim Notification Grant . Functional Design						
	<b>New Requirements/Design</b>	1.4 work days spanning 1 day	Thursday 10/17/13	Friday 10/18/13	0%	ECN - Jeff	13
	Victim Notification Grant . Functional Design						
	<b>Functional Design Document</b>	12 work days spanning 11 days	Friday 10/18/13	Monday 10/28/13	0%	ECN - Jeff	15
	Victim Notification Grant . Functional Design						
	<b>Client Acceptance, Functional Design</b>	Milestone	Friday 10/18/13	Friday 10/18/13	0%	NH-DOS - Keith	15
	Victim Notification Grant . Functional Design						
	<b>System Design</b>	30.9 work days spanning 21 days	Friday 10/18/13	Thursday 11/7/13	0%		
	Victim Notification Grant						
	<b>System Design Documentation</b>	30.9 work days spanning 21 days	Friday 10/18/13	Thursday 11/7/13	0%	ECN - Jeff	17
	Victim Notification Grant . System Design						
	<b>Client Acceptance, System Design</b>	Milestone	Thursday 11/7/13	Thursday 11/7/13	0%	NH-DOS - Keith	19
	Victim Notification Grant . System Design						
	<b>Devopment Phase</b>	106.4 work days spanning 97 days	Thursday 11/7/13	Tuesday 2/11/14	0%		
	Victim Notification Grant						
	<b>SW Development</b>	84 work days spanning 85 days	Thursday 11/7/13	Thursday 1/30/14	0%	ECN - Don	20
	Victim Notification Grant . Devopment Phase						
	<b>HW Procurement</b>	5 work days spanning 8 days	Thursday 11/7/13	Thursday 11/14/13	0%	ECN - Don	20
	Victim Notification Grant . Devopment Phase						
	<b>Initial Configuration</b>	1.4 work days spanning 1 day	Thursday 1/30/14	Friday 1/31/14	0%	ECN - Don	22, 23
	Victim Notification Grant . Devopment Phase						
	<b>Unit Testing</b>	16 work days spanning 13 days	Thursday 1/30/14	Tuesday 2/11/14	0%	ECN - Don	22
	Victim Notification Grant . Devopment Phase						
26	<b>System Testing</b>	50 work days spanning 35 days	Tuesday 2/11/14	Tuesday 3/18/14	0%		
	Victim Notification Grant						
27	<b>System Testing Task</b>	45 work days spanning 28 days	Tuesday 2/11/14	Tuesday 3/11/14	0%	ECN - Jeff	25
	Victim Notification Grant . System Testing						

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**Project Report**

ID	Task Name	Work	Start	End	% Done	People	Predecessors
	Victim Notification Grant	311.4 work days spanning 602 days	Tuesday 8/14/12	Monday 4/7/14	0%	Schedule	
	User Acceptance Testing Victim Notification Grant	40 work days spanning 27 days	Tuesday 3/11/14	Monday 4/7/14	0%		
	UAT Task Victim Notification Grant . User Acceptance Testing	40 work days spanning 27 days	Tuesday 3/11/14	Monday 4/7/14	0%	ECN - Jeff	32, 28
	Client Acceptance of UAT Victim Notification Grant . User Acceptance Testing	Milestone	Monday 4/7/14	Monday 4/7/14	0%	NHDOS - Keith	34
36	End User Training Phase	31.4 work days spanning 37 days	Tuesday 3/11/14	Thursday 4/17/14	0%	NHDoIT - John	
37	Develop Advocate User Training End User Training Phase	10 work days spanning 9 days	Tuesday 3/11/14	Wednesday 3/19/14	0%	ECN - Jeff	28
38	Develop Sys Admin User Training End User Training Phase	10 work days spanning 9 days	Monday 4/7/14	Tuesday 4/15/14	0%	ECN - Jeff	35
39	Deploy Advocate User Training End User Training Phase	5 work days spanning 7 days	Thursday 3/20/14	Wednesday 3/26/14	0%	ECN - Jeff	37
40	Deploy Sys Admin User Training End User Training Phase	4 work days spanning 3 days	Tuesday 4/15/14	Thursday 4/17/14	0%	ECN - Jeff	35, 38
41	Deliver Webinar of Advocate Training End User Training Phase	2.4 work days spanning 2 days	Thursday 3/20/14	Friday 3/21/14	0%	ECN - Don	37
42	Client Acceptance of Training Phase End User Training Phase	Milestone	Thursday 4/17/14	Thursday 4/17/14	0%	NHDOS - Keith	40, 39
	Deployment Phase	14.5 work days spanning 5 days	Thursday 4/17/14	Monday 4/21/14	0%	NHDoIT - John	
	Deployment Task Deployment Phase	14.5 work days spanning 5 days	Thursday 4/17/14	Monday 4/21/14	0%	ECN - Jeff	35, 42
	Acceptance, Deployment Deployment Phase	Milestone	Monday 4/21/14	Monday 4/21/14	0%	NHDOS - Keith	44
	Warranty Period	48 work days spanning 67 days	Monday 4/21/14	Thursday 6/26/14	0%	ECN - Don	45

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SOFTWARE LICENSE AND RELATED TERMS

**1. LICENSE GRANT**

ECN grants the State a royalty-free, nonexclusive, perpetual, unlimited and irrevocable license to reproduce, publish, and use, and to authorize others to use, the VNS Software and its associated documentation solely for State government purposes, including any associated Documentation. In no event shall the State re-sell, sublicense, or transfer any portion of the E-VNS interface created by ECN hereunder to any business which in any way competes with ECN or any other third party, excluding any State user, which may include cities and counties within the State, accessing E-VNS. In addition, ECN must make E-VNS available at no cost to any State, County within New Hampshire, or municipal or authorized non-profit user located in New Hampshire accessing the J-One system via E-VNS as developed pursuant to this Contract.. ECN must also comply with applicable federal laws and regulations relating to the federal funding requirements, including, but not limited to the FAR 52.227.17

**2. RESTRICTIONS**

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of ECN's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**3. TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Software shall remain with ECN.

**4. VIRUSES**

ECN shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. ECN shall in no way be responsible for viruses, destructive programming, or disruptive mechanisms which attack the Software after its delivery to the State, provided such viruses, destructive programming or disruptive mechanisms did not originate from ECN.

As a part of its internal development process, ECN will use reasonable efforts to test the Software for viruses. ECN shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, ECN shall provide a master copy for comparison with and correction of the State's copy of the Software.

**5. AUDIT**

Upon forty-five (45) days written notice, ECN may audit the State's use of the programs at ECN's sole expense. The State agrees to cooperate with ECN's audit and provide reasonable assistance and access to information. The State agrees that ECN shall not be responsible for any of the State's reasonable costs

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incurred in cooperating with the audit. Notwithstanding the foregoing, ECN's audit rights are subject to applicable State and federal laws and regulations.

**6. FUTURE COMPATIBILITY**

While E-VNS remains in use in the State, ECN shall maintain the functionality contained in J-ONE/E-VNS Interface in future versions of E-VNS..

During the term of this Agreement, State required changes to the specifications set forth in this Agreement will be addressed through a mutually agreed upon Change Oorder which defines the scope, services and cost changes as applicable.

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WARRANTIES

**1. WARRANTIES**

**1.1. Software and System**

ECN shall warrant that, during the Warranty Period, the System will operate in accordance with the Specifications. ECN will not warrant, nor repair any defects or interruptions of, the Software if the State alters the ECN Software . The extension of the E-VNS software to future State users does not constitute an alteration of the software.

For any breach of the above warranty during the Warranty Period, the State's remedy, and ECN's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if ECN cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to ECN for the program license; or (b) the re-performance of the deficient Services, or (c) if ECN cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to ECN for the deficient Services.

**1.2. Non-Infringement**

ECN shall warrant that it has good title to, or the right to allow the State to use, all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

If ECN believes or it is determined that any of the ECN Software or its associated user Documentation may have violated someone else's intellectual property

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rights, ECN may, in its sole discretion, choose to either modify the ECN Software or its associated user Documentation to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ECN may end the license, and require return of the applicable ECN Software and its associated user Documentation and refund all license fees the State has paid ECN under the Contract. ECN will not indemnify the State if the State alters the ECN Software or its associated user Documentation without ECN's consent or uses it outside the scope of use identified in ECN's user Documentation or if the State uses a version of the ECN Software which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the ECN Software which was provided to the State at no additional cost. ECN will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by ECN. ECN will not indemnify the State to the extent that an infringement claim is based upon the combination of any ECN Software with any products or services not provided by ECN, without ECN's consent.

**1.3. Viruses; Destructive Programming**

Citywatch shall warrant that the Software does not contain viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**1.4. Compatibility**

ECN shall warrant that E-VNS, including any upgrade provided by ECN, shall operate with the J-ONE System without loss of any functionality. This section 1.4 shall survive the expiration of both the Warranty Period and the Contract as long as the State maintains J-ONE functionality as is included in the J-ONE system as of the start of the Warranty Period and as long as an user is maintaining E-VNS maintenance via separate written agreement with ECN.

**2. SERVICE WARRANTY**

**2.1. Services**

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

**2.2. Personnel**

ECN 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.

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**3. WARRANTY SERVICES**

**3.1.** ECN shall maintain, repair, and correct Deficiencies in the Software, including but not limited to the Custom Software, Interfaces, individual modules and functions during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, including without limitation, correcting all errors and Deficiencies; eliminating viruses and destructive programming which are caused by ECN; and replacing Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

**3.1.1.** Maintain the System and the Software in accordance with the Specifications, terms, and requirements of the Contract;

**3.1.2.** Repair or replace the System and the Software, or any portion thereof, to enable the System to operate in accordance with the Specifications, terms, and requirements of the Contract;

**3.1.3.** ECN shall have available to the State on-call telephone assistance, with issue tracking available to the State, during normal State Work Hours

**3.1.4.** Maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

**3.1.5.** For all Warranty Services calls, ECN shall ensure the following information will be collected and maintained:

3.1.5.1.Nature of the Deficiency;

3.1.5.2.Current status of the Deficiency;

3.1.5.3.Action plans, dates, and times;

3.1.5.4.Expected and actual completion time;

3.1.5.5.Deficiency resolution information;

3.1.5.6.ECN must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:

3.1.5.7.Diagnosis of the root cause of the problem.

**3.2.** All Deficiencies found during the Warranty Period shall be corrected by ECN in accordance with ECN's normal support procedures as follows at no additional cost to the State.

Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant

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portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.

**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.

**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.

In no event shall a Deficiency or Defect include any issues which arise from the State's modification to the Software or the System, the E-VNS interface, the J-ONE system, or network changes which are made without consulting ECN as to impacts on functionality.

#### 4. WARRANTY PERIOD

The Warranty Period shall commence upon the State issuance of a Letter of Acceptance for UAT and will continue through one-hundred eighty (180) Days thereafter.

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TRAINING

ECN shall provide the following Training Services.

**1 Training**

ECN will provide training and documentation to the users of the system as provided in Exhibit H, Table 5.

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EXHIBITS AND ATTACHMENTS

Attached are:

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

CERTIFICATE  
(Corporation without Seal)

I, Dominic Bongo, do hereby represent and certify that:

- (1) I am the Secretary of Emergency Communications Network, LLC, a Delaware limited liability company (the "Company").
- (2) I maintain and have custody of and am familiar with the seal and minutes of the Company.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the operating agreement adopted by the members of the Corporation, effective October 3, 2011, which was duly adopted and executed in a meeting of the Company authorized under the laws of the State of Delaware.
- (5) The signature of David DiGiacomo, as President of Emergency Communications Network, LLC, affixed to any contract instrument or document shall bind the Company to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This Company has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of Emergency Communications Network, LLC, on July 9, 2013

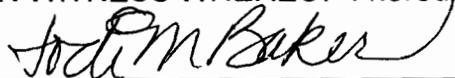


Dominic Bongo  
Secretary of Emergency Communications Network, LLC

STATE OF FLORIDA  
COUNTY OF VOLUSIA

On this 9<sup>th</sup> day of July 2013, before me, Dominic Bongo personally appeared and acknowledged himself to be the Secretary of Emergency Communications Network, LLC, a Delaware limited liability company, and that he as such being authorized to do so, executed the foregoing instrument on behalf of Emergency Communications Network, LLC.

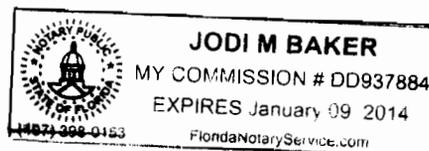
IN WITNESS WHEREOF I hereunto set my hand and official seal



Notary Public/Justice of the Peace

My Commission Expires:

1/9/14



# 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 Emergency Communications Network, LLC a(n) Delaware limited liability company registered to do business in New Hampshire on September 26, 2013. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of October, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

ECNHO-1

OP ID: CL

DATE (MM/DD/YYYY)

11/21/2013

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 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> <b>RBN &amp; Associates, Inc.</b> 303 East Wacker Dr Suite 1130 Chicago, IL 60601 Bruce Scodro	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Hartford Fire Insurance Co.</b>		<b>19682</b>
<b>INSURER B : Torus Specialty</b>		
<b>INSURER C : Twin City Fire Insurance Co.</b>		<b>29459</b>
<b>INSURER D : Sentinel Insurance Company</b>		<b>11000</b>
<b>INSURER E : Hartford Casualty Insurance Co</b>		<b>29424</b>
<b>INSURER F :</b>		
<b>INSURED</b> <b>ECN Holding Company</b> <b>ECN Intermediate Holding Co.</b> <b>Emergency Communications Network, LLC</b> <b>Message Centric, LLC</b> <b>9 Sunshine Blvd.</b> <b>Ormond Beach, FL 32174</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		83 UEN PF8874	10/03/2013	10/03/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
D	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83 UEN PF8874	10/03/2013	10/03/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
E			83 XHU PF8240	10/03/2013	10/03/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
C	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A		83 WE BH5778	10/03/2013	10/03/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> B Errors & Omissions & Profess. Liab.					
B			30223B132APL	10/03/2013	10/03/2014	Per Occ. 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance.

**CERTIFICATE HOLDER**

NEWHAMP

State of New Hampshire  
 Department of Safety  
 Attn: John J Barthelmes  
 33 Hazen Drive  
 Concord, NH 03301

**CANCELLATION**

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

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# TITLE I

## THE STATE AND ITS GOVERNMENT

### CHAPTER 21-M

### DEPARTMENT OF JUSTICE

#### Section 21-M:8-k

##### **21-M:8-k Rights of Crime Victims. –**

###### I. As used in this section:

(a) "Victim" means a person who suffers direct or threatened physical, emotional, psychological or financial harm as a result of the commission or the attempted commission of a crime. "Victim" also includes the immediate family of any victim who is a minor or who is incompetent, or the immediate family of a homicide victim, or the surviving partner in a civil union.

(b) "Crime" means a violation of a penal law of this state for which the offender, upon conviction, may be punished by imprisonment for more than one year or an offense expressly designated by law to be a felony.

II. To the extent that they can be reasonably guaranteed by the courts and by law enforcement and correctional authorities, and are not inconsistent with the constitutional or statutory rights of the accused, crime victims are entitled to the following rights:

(a) The right to be treated with fairness and respect for their dignity and privacy throughout the criminal justice process.

(b) The right to be informed about the criminal justice process and how it progresses.

(c) The right to be free from intimidation and to be reasonably protected from the accused throughout the criminal justice process.

(d) The right to be notified of all court proceedings.

(e) The right to attend trial and all other court proceedings the accused has the right to attend.

(f) The right to confer with the prosecution and to be consulted about the disposition of the case, including plea bargaining.

(g) The right to have inconveniences associated with participation in the criminal justice process minimized.

(h) The right to be notified if presence in court is not required.

(i) The right to be informed about available resources, financial assistance, and social services.

(j) The right to restitution, as granted under RSA 651:62-67 or any other applicable state law, or victim's compensation, under RSA 21-M:8-h or any other applicable state law, for their losses.

(k) The right to be provided a secure, but not necessarily separate, waiting area during court proceedings.

(l) The right to be advised of case progress and final disposition.

(m) The right of confidentiality of the victim's address, place of employment, and other personal information.

(n) The right to the prompt return of property when no longer needed as evidence.

(o) The right to have input in the probation presentence report impact statement.

(p) The right to appear and make a written or oral victim impact statement at the sentencing of the defendant or, in the case of a plea bargain, prior to any plea bargain agreement. No victim shall be subject to questioning by counsel when giving an impact statement.

(q) The right to be notified of an appeal, an explanation of the appeal process, the time, place and result of the appeal, and the right to attend the appeal hearing.

(r) The right to be notified of, to attend, and to make a written or oral victim impact statement at the

sentence review hearings and sentence reduction hearings. No victim shall be subject to questioning by counsel when giving an impact statement.

(s) The right to be notified of any change of status such as prison release, permanent interstate transfer, or escape, and the date of the parole board hearing, when requested by the victim through the victim advocate.

(t) The right to address or submit a written statement for consideration by the parole board on the defendant's release and to be notified of the decision of the board, when requested by the victim through the victim advocate.

(u) The right to all federal and state constitutional rights guaranteed to all victims of crime on an equal basis, and notwithstanding the provisions of any laws on capital punishment, the right not to be discriminated against or have their rights as a victim denied, diminished, expanded, or enhanced on the basis of the victim's support for, opposition to, or neutrality on the death penalty.

(v) The right to access to restorative justice programs, including victim-initiated victim-offender dialogue programs offered through the department of corrections.

(w) The right to be informed of the filing of a petition for post-conviction DNA testing under RSA 651-D.

II-a. (a) In any case where the victim informs the court that he or she requires assistance in making an oral or written impact statement permitted under this section, the court shall allow the victim to designate a representative to write or speak on the victim's behalf.

(b) The victim's impact statement shall not be limited to the injuries, harm, or damages noted in the information or indictment, but may include all injuries, harm, and damages suffered as a result of the commission or attempted commission of the crime whether or not the injuries, harm, or damages were fully determined or discovered at the time the information or indictment was filed.

III. Nothing in this section shall be construed as creating a cause of action against the state, a county or municipality, or any of their agencies, instrumentalities, or employees. Nothing in this section shall be construed as creating any new cause of action or new remedy or right for a criminal defendant.

**Source.** 1991, 39:2. 1993, 356:2. 2003, 259:1. 2007, 225:1, 2. 2009, 283:4, 6; 312:1. 2010, 299:4, eff. Sept. 11, 2010.