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**STATE OF NEW HAMPSHIRE
BOARD OF PHARMACY**
121 South Fruit Street
Concord, NH 03301-2412
Phone: 603-271-2350 | Fax: 603-271-2856

Board Members
☒ Charles J. Fanaras, R.Ph. - President
☒ Robert J. Stout, R.Ph. - Vice President
☒ Helen C. Pervanas, PharmD, R.Ph - Secretary
☒ Michael D. Bullek, R.Ph. - Treasurer
☒ John R. Genovese, R.Ph. - Member
☒ Gary J. Merchant, R.Ph., M.B.A. - Member
☒ Heather C. Shambarger - Public Member

Board Staff

Margaret A. Clifford, R.Ph.
Compliance Investigator

Robert D. Elder, R.Ph.
Compliance Investigator

James. M. Queenan, R.Ph.
Compliance Investigator

Brenda J. Langis
Licensing Assistant

Jason R. Richard
Business Administrator

Paula L. Smykil
License Clerk

Website: www.nh.gov/pharmacy

E-Mail: pharmacy.board@nh.gov

June 5, 2014

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

REQUESTED ACTION

Authorize the State of New Hampshire Board of Pharmacy (“NH BOP”) to enter a contract with Health Information Designs, LLC (HID) Vendor Code #703600-B001, of Auburn, Alabama, for a total contract value of \$333,569, to purchase and install a software system and associated services for the Prescription Drug Monitoring Program to collect prescription data. The contract term shall be from Governor and Executive Council approval through January 30, 2019, contingent upon continued funding. The contract term may be extended up to two (2) years, (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for each extended term with the approval of the Governor and Council, up to, but not beyond January 30, 2021. 100% Agency Income (origin Federal – DOJ Grant)

Funding is available in the following New Hampshire Board of Pharmacy accounts as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Fiscal Years	CLASS CODE-ACCOUNT CODE –OBJ (ACCOUNT) DESC	Amount
2014	05-74-74-743510-33310000- Prescription Drug Monitoring 102-500731 – Contract for Program Services	\$ 51,018
2015	05-74-74-743510-33310000- Prescription Drug Monitoring 102-500731 – Contract for Program Services	\$ 66,471
2016	05-74-74-743510-33310000- Prescription Drug Monitoring 102-500731 – Contract for Program Services	\$ 60,290
2017	05-74-74-743510-33310000- Prescription Drug Monitoring 102-500731 – Contract for Program Services	\$ 60,290

2018	05-74-74-743510-33310000- Prescription Drug Monitoring 102-500731 – Contract for Program Services	\$ 60,290
2019	05-74-74-743510-33310000- Prescription Drug Monitoring 102-500731 – Contract for Program Services	\$ 35,210
	Grand Total	\$333,569

EXPLANATION

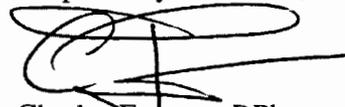
The Prescription Drug Monitoring Program was signed into law on June 12, 2012. It is codified in the Controlled Drug Prescription Health and Safety Program, RSA 318-B 32-38. The statute requires that the Board of Pharmacy contract with a vendor to implement and maintain the program. Program rules have been approved by the Joint Legislative Committee on Administrative Rules and are codified as Ph1500, effective February 26, 2014.

These funds were made available to the BOP through a Grant Award in the amount of \$368,871 from the Department of Justice Funds from a federal grant by Governor and Council on February 28, 2014, Item #36. These funds were approved by the cognizant federal agency through 2015 with the full intent for the DOJ to request an extension of these grant funds through 2019.

The Contract agreement totaling \$333,569 is for the period between the effective dates through January 30, 2019, contingent upon funding. HID shall be responsible for performing its obligations in accordance with the Contract. This contract is for the purpose of purchasing and installing a software system and associated services for NH BOP to collect prescription data for online review by practitioners and pharmacists and administrative reporting and analysis of data. The information provided to the State will allow them to help prevent misuse, overuse, abuse and diversion of controlled prescription drugs in Schedules II through IV. The State will be invoiced for the contracted activities, deliverables, or milestones at fixed pricing/rates.

The Board of Pharmacy in conjunction with the Department of Information Technology issued a request for bids and received proposals from four vendors. These vendors were evaluated and scored based on the same criteria (see attached). Even though Health Information Designs, LLC was not the lowest bidder, they have met all requirements and received the highest score from the reviewers.

Respectfully submitted,



Charles Fanaras, RPh
President, NH Board of Pharmacy

MRJ

Summary Table

2014-042 BOP PMP

Company	Company Address	Software Solution 30 Pts max	Technical, Service and PM Exp and Approach 20 Pts max	Company Qualifications 5 Points Max	Staffing Qualifications 5 Points Max	Solution Cost	Solution Cost Points 40 Pts Max	TOTAL 100 Pts Max
Consilience	400 th ave, Suite 340 Waltham MA 02451	20.10	14.41	3.98	3.40	\$ 1,542,125	6.8	48.7
Optimum	100 E. Campus View Blvd, Suite 380, Columbus OH 43235	27.52	18.59	4.84	4.68	\$ 502,120	20.8	76.4
Appriss	10401 Linn Station Rd., Suite 200 Louisville, KY 40233	19.92	14.46	3.58	3.02	\$ 261,250	40.0	81.0
Health Information	391 Industry Drive, Auburn, AL36832	25.20	18.19	4.86	4.68	\$ 334,507	31.2	84.2
							Max Points	84.2

David E. Strang, MD
Partner, Central NH ER Associates, P.A.
Chairman, NH Prescription Monitoring Program Advisory Council
New Hampshire Medical Society
Chairman, NH Emergency Medical & Trauma Services Coordinating Board

Denise M Nies
Executive Director NH Board Of Nursing
Member of the NH Prescription Monitoring Program Advisory Council and chair of the Implementation Committee

John R. Genovese R.Ph.
Clinical Informatics Pharmacist
Cheshire Medical Center Keene, NH
Commissioner NH Board of Pharmacy
Member of NH Society of Health System Pharmacists
Member of American Society of Health System Pharmacists

Rebecca L. Bolton
Director of Systems Operation
New Hampshire Department of Information Technology

Michael Viggiano
Pharmacist representative for the NH Prescription Monitoring Program Advisory Council



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Commissioner

June 4, 2014

Charles Fanaras
President
NH Board of Pharmacy
121 South Fruit Street
Concord, NH 03301

Dear President Fanaras:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Health Information Designs, LLC for the installation of a prescription drug monitoring system as described below and referenced as DoIT No. 2014-042.

The purpose of this contract is to provide information to the State to allow them to help prevent misuse, overuse and abuse of controlled prescription drugs in Schedules II through IV. The system will include both hardware and software. This will be a secure web based application that will collect data from over 800 dispensers and in addition will allow both standard and ad hoc reporting. The contract value is \$333,569 and the contract term shall be from Governor and Executive Council approval through January 30, 2019.

Please inform this Department of upcoming events associated with processing this contract.

Sincerely,

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

Peter C. Hastings

PCH/dcp
RFP 2014-042

cc: Rebecca Bolton, DOIT
David Perry, DOIT BFA, IT Contracts

JB



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Business Administrator

Website: www.nh.gov/pharmacy
pharmacy.board@nh.gov

E-Mail:

January 23, 2014

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

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

REQUESTED ACTION

1. Pursuant to RSA 14:30-a, authorize the Board of Pharmacy to accept and expend funds from the Department of Justice in the amount of \$368,871 to implement the Controlled Drug Prescription Health and Safety Program, effective upon Fiscal Committee and Governor and Council approval through March 31, 2015. This is 100% Other (Department of Justice Assistance grant).
2. Pursuant to RSA 124:15, authorize the Board of Pharmacy to establish a temporary full-time position, , Class 059, Administrator I, Labor Grade 27, effective upon Fiscal Committee and Governor and Council approval through March 31, 2015. This position would report to the New Hampshire Board of Pharmacy.
3. Pursuant to RSA 124:15 authorize the Board of Pharmacy to extend the temporary part-time position, Class 50, Administrator I, Labor Grade 27, expiring on June 30, 2014, to continue through March 31, 2015. This position would report to the Program Manager who reports to the New Hampshire Board of Pharmacy. This position was approved by the Fiscal Committee on July 10, 2013, Fiscal item #FIS-13-164, and Governor and Council on July 24, 2013, Item #57.

Funds are to be budgeted in account #05-0074-074-PHB743510-3331PDM/HEALTH AND HUMAN SERVICES/HHS: ADMIN ATTACHED BOARDS/PHARMACY BOARD/PRESCRIPTION DRUG MONITORING as follows:

FISCAL COMMITTEE:
DATE: 2-14-14
ITEM: FIS 14-015

GOVERNOR & COUNCIL
DATE: 2-28-14
ITEM # 36

STATE FISCAL YEAR 2014

CLASS	DESCRIPTION	CURRENT AUTHORIZED BUDGET	REQUESTED ACTION	REVISED AUTHORIZED
005-401716	Other (NASCSA grant)	\$ 15,517	0	\$ 15,517
009-403574	Agency Income	0	\$ 163,320	\$163,320
	TOTAL	\$ 15,517	\$ 163,320	\$ 178,837

CLASS	DESCRIPTION	CURRENT AUTHORIZED BUDGET	REQUESTED ACTION	REVISED AUTHORIZED
020-500241	Current Expenses	\$1,006	\$320	\$1,326
022-500248	Rents/Leases Other Than State	\$1	\$0	\$1
026-500251	Membership Fees	\$1	\$0	\$1
027-502799	Transfers to Doit	\$1	\$0	\$1
028-500292	Transfer to General Services	\$1	\$0	\$1
029-500290	Intra-Agency Transfers	\$1	\$0	\$1
030-500311	Equipment - General (New)	\$1	\$1,300	\$1,301
039-500188	Telecommunications	\$1	\$240	\$241
046-500464	Gen Consultants Non Ben	\$1	\$0	\$1
049-500294	Transfer to Other Agencies	\$1	\$0	\$1
050-500109	Part-Time Salaries	\$13,000	\$8,000	\$21,000
059-509059	Full-Time (Temporary)	\$0	\$25,000 ✓	\$25,000
060-500612	Benefits (Temporary)	\$995	\$7,500	\$8,495
066-500544	Educational Training	\$1	\$0	\$1
070-500704	Mileage Private Cars In State	\$501	\$960	\$1,461
072-502646	Prog Reimbursement	\$1	\$0	\$1
073-500582	Grants to other state agencies	\$1	0	\$1
080-500716	Out-of-state travel	\$1	0	\$1
102-500731	Contracts for Program Services	\$1	\$120,000 ✓	\$120,001
103-502664	Contract for Operational Services	\$1	\$0	\$1
TOTAL		\$ 15,517	\$ 163,320	\$ 178,837

STATE FISCAL YEAR 2015

CLASS	DESCRIPTION	CURRENT AUTHORIZED BUDGET	REQUESTED ACTION	REVISED AUTHORIZED
--005-401716	Other (NASCSA grant)	\$ 17	0	\$ 17
009-403574	Agency Income	\$ 0	\$ 205,551	\$ 205,551
	TOTAL	\$ 17	\$205,551	\$ 205,568

CLASS	DESCRIPTION	CURRENT AUTHORIZED BUDGET	REQUESTED ACTION	REVISED AUTHORIZED
020-500241	Current Expenses	\$1	\$0	\$1
022-500248	Rents/Leases Other Than State	\$1	\$0	\$1
026-500251	Membership Fees	\$1	\$0	\$1
027-502799	Transfers to Doit	\$1	\$0	\$1
028-500292	Transfer to General Services	\$1	\$0	\$1
029-500290	Intra-Agency Transfers	\$1	\$0	\$1
030-500311	Equipment - General (New)	\$1	\$0	\$1
039-500188	Telecommunications	\$1	\$480	\$481
046-500464	Gen Consultants Non Ben	\$1	\$0	\$1
049-500294	Transfer to Other Agencies	\$1	\$0	\$1
050-500109	Part-Time Salaries	\$0	\$15,400	\$15,400
059-509059	Full-Time (Temporary)	\$0	\$48,154	\$48,154
060-500612	Benefits (Temporary)	\$0	\$20,372	\$20,372
066-500544	Educational Training	\$1	\$0	\$1
070-500704	Mileage Private Cars In State	\$1	\$1,145	\$1,146
072-502646	Prog Reimbursement	\$1	\$0	\$1
073-500582	Grants to other state agencies	\$1	\$0	\$1
080-500716	Out-of-state travel	\$1	0	\$1
102-500731	Contracts for Program Services	\$1	\$120,000	\$120,001
103-502664	Contract for Operational Services	\$1	\$0	\$1
TOTAL		\$17	\$205,551	\$ 205,568

EXPLANATION

In June 2012, Governor Lynch signed legislation, Chapter Law 196, codified as RSA 318-B:32-38 (attached) to establish a Prescription Monitoring Program (PMP), to combat prescription drug abuse and misuse by allowing practitioners to review controlled medication data collected from licensed dispensers in a secure web based program. Subsequent legislation (Senate Bill 83, 2013 Session) abolished the sunset provision that was in RSA 318-B (attached). No general funds were allocated or allowed to establish this program. In January 2013, the Board of Pharmacy was awarded a grant from the National Association of Controlled Substance Authorities (NASCSA) for \$15,517 to support the implementation the Prescription Drug Monitoring program (PMP). Those funds were previously approved, Fiscal Committee (July 10, 2013, Item #5) and Governor and Council (July 24, 2013, Item # 57). With this funding and approval the Board of Pharmacy hired a part-time program manager to assist in the implementation of the PMP. In the fall of 2013 the New Hampshire Department of Justice applied for and was awarded a Federal BJA Grant, Harold Rogers Grant, on behalf of the Board of Pharmacy. These funds were subsequently awarded to the Board of Pharmacy, approved by Governor and Council on October 18, 2013, Item #41, for the purposes of implementing the PMP, specifically for staffing and contracting with a vendor to develop a web based program which will allow practitioners to review controlled medication data collection from licensed dispensers.

Approval of this request will allow the Board of Pharmacy:

- 1.) To accept and expend \$368,871 subgrant from the Department of Justice to establish a Prescription Monitoring Program (PMP) and to contract with a vendor, which will combat prescription drug abuse and misuse by allowing practitioners to review controlled medication data collected from licensed dispensers in a secure web based program .
- 2.) Authorize the hiring of a temporary full-time employee, Administrator I, Labor Grade 27, who will work under the direction of the Board of Pharmacy to assist with rulemaking, sustainability of the Controlled Drug Prescription Health and Safety Program, the grant writing process, training, implementation and the operation oversight to the program once fully implemented.
- 3.) Authorize the extension of the temporary part-time position Administrator I, Labor Grade 27, hired to assist with this program from June 30, 2014 to March 31, 2015. The part-time employee will work under the direction of the full-time employee, Program Manager.

If this request is not approved, the Board of Pharmacy will not be able to establish a Prescription Monitoring Program to combat prescription drug abuse and misuse which 48 other states have addressed.

In the event that these funds are no longer available, general funds will be not be used to continue this program. Any remaining funds in the grant at the end of the authorized grant period will be returned to the U.S. Department of Justice's Bureau of Justice Assistance. This grant may not be used for any other purpose other than the prescription drug monitoring program.

The funds approved will be used for the following purposes:

Class 020 - Current Expenses - will be used to purchase stationery, postage, letterhead, conference calls

Class 030 - Equipment - will be utilized to purchase a computer, printer and software for the new full-time Administrator I.

Class 039 - Telecommunications – for telephone service for the Administrator I.

Class 050 - Part-time Salaries (temporary) - to continue the extended part-time position which was established in July, 2013. (See attached.)

Class 059 - Full Time Salaries (temporary) – for hiring the Administrator I, who will oversee all aspects of the program.

Class 060 - Benefits (temporary) - health and dental insurance, state retirement, federal taxes for the full-time program manager

Class 070 - In State Travel - for training and education provided by the Administrator I and part-time employee.

Class 102 - Contract for Operational Services – contract to be used for a secure web based program that will be maintained by the vendor. This program will track Schedule II, III and IV controlled substances prescribing and dispensing, and the vendor will also manage the database of prescribers and dispensers

FY 2015

Class 039 - Telecommunications – for telephone service for program manager

Class 050 - Part-time Salaries (temporary) to continue to fill the extended part-time position to support program manager

Class 059 - Full-time Salaries (temporary) – to continue the Administrator I position who oversees all aspects of the program.

Class 060 - Benefits (temporary) health and dental insurance, state retirement, federal taxes for the full-time program manager

Class 070 - In State Travel – to be used for travel associated with the training and education provided by the project manager and part-time employee.

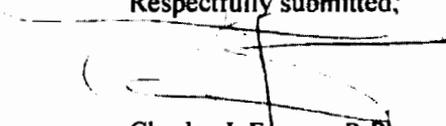
Class 102 - Contract for Operational Services - secure web based program that will be maintained by the vendor. This program will track Schedules II, III and IV controlled substances prescribing, and the vendor will also manage the database of prescribers and dispensers

The following information is provided in accordance with the Comptroller's instructional memorandum dated September 21, 1981.

- 1) List of personnel involved: One temporary full-time position, Administrator I, Labor Grade 27; one temporary part-time position Administrator I, Labor Grade 27.

- 2) **Nature, Need, and Duration:** The full-time position will assist with rulemaking, sustainability, the grant writing process, training, and implementation and operation oversight. The part-time position will assist with communication, logistics, scheduling and supporting implementation and operation for the duration of the authorized grant period.
- 3) **Relationship to existing agency programs:** The temporary full-time position will be responsible as a project manager reporting to the Board of Pharmacy and working for the successful completion of the Prescription Drug Monitoring Program Advisory Council goals. The temporary part-time position reports under the direction of the full-time position.
- 4) **Has a similar program been requested of the legislature and denied?** No
- 5) **Why wasn't funding included in the agency's budget request?** At the time of the creation of the FY 14 budget these funds were not available.
- 6) **Can portions of the grant funds be utilized?** The grant funds cannot be utilized for anything other than the purpose of the prescription drug monitoring program.
- 7) **Estimate the funds required to continue this position(s):** The estimated funds required to continue this position is approximately \$167,856.

Respectfully submitted;


Charles J. Fanaras R.Ph.
President
New Hampshire Board of Pharmacy

**STATE OF NEW HAMPSHIRE
BOARD OF PHARMACY
PRESCRIPTION MONITORING
CONTRACT 2014-042
AGREEMENT- PART 1**

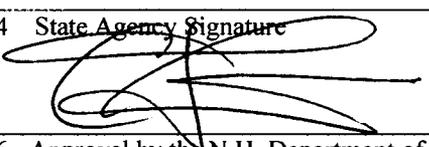
Subject: BOARD OF PHARMACY PRESCRIPTION MONITORING SYSTEM

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Board of Pharmacy		1.2 State Agency Address 121 South Fruit Street Concord, NH 03301-2412	
1.3 Contractor Name Health Information Designs, LLC		1.4 Contractor Address 391 Industry Drive, Auburn, AL 36832	
1.5 Contractor Phone Number (334) 502-3262	1.6 10-07400-33310000	1.7 Completion Date January 30, 2019	1.8 \$333,569
1.9 Contracting Officer for State Agency Charles J. Fanaras, RPh		1.10 State Agency Telephone Number (603) 271-2350 Fax: (603) 271-2856	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Guy Robert DiBenedetto, Jr., President and CEO	
1.13 Acknowledgement: State of <u>Alabama</u> , County of <u>Lee</u> On <u>June 4, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Janet Mulvaney, Executive Assistant</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles J. Fanaras, RPh, President of New Hampshire Board of Pharmacy	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Amanda C. Godlewski</u> On: <u>6/5/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in Block 1.1 ("State"), engages contractor identified in block 1.2 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

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

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuation of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in Block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.J.L.R.S.A. 17:27 through R.S.A. 17:27-4 or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines in the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties assessed against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.8, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement at least ten (10) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.8, or his or her successor, at least ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the parties propose to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.8, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claims or benefits for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
BOP	Board of Pharmacy
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.

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Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<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>Class A Deficiency – <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>Class B Deficiency – <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>Class C Deficiency – <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</p>

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	reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
HID	Health Information Design
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system

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Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by HID as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	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.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
PMP	Prescription Management Program
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether

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	fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: New Hampshire Board of Pharmacy 121 South Fruit Street Concord, NH 03301-2412 and/or New Hampshire Department of Information Technology 27 Hazen Drive Concord, NH 03301

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	Reference to the term “State” shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State’s representative with regard to Project oversight
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	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
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when HID is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with

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	the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which HID is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Board of Pharmacy (“State”), and Health Information Designs, LLC, an Alabama Corporation, (“HID”), having its principal place of business at 391 Industry Drive, Auburn, AL 36832.

The purpose of this contract is to purchase and install a software system and associated services for NH BOP to collect prescription data for online review by practitioners and pharmacists and administrative reporting and analysis of data. The purpose is to provide information to the State to allow them to help prevent misuse, overuse and abuse of controlled prescription drugs in Schedules II through IV.

RECITALS

The State desires to have HID provide a Commercial-off-the-shelf Software System, and associated Services for Board of Pharmacy (BOP);

HID wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- A.** Part 1 – State Terms and Conditions contained in the Form P-37
- B.** Part 2 – The Contract Agreement
- C.** Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirement Responses
 - Exhibit I- Work Plan
 - Exhibit J- Software License and related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- The Vendor Proposal, by reference
 - Exhibit O- Certificates and Attachments



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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*, Form P-37-Contract Agreement Part I
- b. *General Contract Requirements* in Section H of the RFP document.
- c. State of New Hampshire, Board of Pharmacy Contract 2014-042.
- d. RFP 2014-042 *Prescription Monitoring* dated November 11, 2013 with addenda 1-4 incorporated; then
- e. The Vendor's Proposal, dated January 31, 2014.

1.3 Contract 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 January 30, 2019. The Term may be extended up to two (2) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond January 30, 2021.

HID shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require HID to commence work prior to the Effective Date; however, if HID commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of HID. In the event that the Contract does not become effective, the State shall be under no obligation to pay HID 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 HID's obligations under the Contract.

2. COMPENSATION

2.1 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*.

2.2 Non-Exclusive, Firm Fixed Price Contract

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

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or

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portion of an item, group of items, or total Proposal. HID shall not be responsible for any delay, act, or omission of such other contractors, except that HID 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 HID.

3. CONTRACT MANAGEMENT

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

3.1 The Vendor's Contract Manager

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

Andrea Hardy
Manager, Business Intelligence & Contract Compliance
PO Box 529, Auburn, AL 36832
Tel: 334-246-5283
Fax: 888-419-1312
Email: andrea.hardy@hidinc.com

3.2 The Vendor's Project Manager

3.2.1 Contract Project Manager

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

3.2.2 HID Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as HID's representative for all administrative and management matters. HID'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. HID's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. HID's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 HID shall not change its assignment of HID Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of HID's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than HID Project Manager being replaced; meet the requirements of the Contract, (including but not

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limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. HID shall assign a replacement HID Project Manager within ten (10) business days of the departure of the prior HID Project Manager, and HID shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim HID Project Manager.

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

3.2.5 The Contracted Vendor Project Manager is:

John Felton
PDMP Account Operations Manager
PO Box 529
Auburn, AL 36832
Tel: 334-466-3107
Fax: 888-419-1312
Email: john.felton@hidinc.com

3.3 HID Key Project Staff

3.3.1 HID shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on HID Key Project Staff. The State reserves the right to require removal or reassignment of HID's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 HID shall not change any HID Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of HID Key Project Staff will not be unreasonably withheld. The replacement HID Key Project Staff shall have comparable or greater skills than HID Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare HID in default and to pursue its remedies at law and in equity, if HID fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with HID's replacement Project staff.

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3.3.3.1 HID Key Project Staff shall consist of the following individuals in the roles identified below:

HID's Key Project Staff:

<u>Key Member(s)</u>	<u>Title</u>
Jim Wilkerson	Chief Operations Officer (Oversight)
Clay Jones	Chief Financial Officer (Oversight)
Sheila Sullivan	Director of PDMP (Oversight)
Robbie SommervilleImplementation Manager	Project Manager (Account Manager)
John Felton Tom Beard	Development Lead
Steve Espy, RPh	PDMP Training Manager
Steve Harrison	Call Center Director (Oversight)
Michael Pugh	Technical Support Manager
Connie Lewis	Director of Technical Writing

3.4 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:

Michelle Ricco Jonas
New Hampshire Board of Pharmacy
121 South Fruit Street, Concord, NH 03301
Tel: (603) 271-2350
Fax: (603) 271-2856

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Email : michelle.jonas@nh.gov

3.5 State Project Manager

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

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

The State Project Manager is:

Michelle Rico Jonas
New Hampshire Board of Pharmacy
121 South Fruit Street, Concord, NH 03301
Tel: (603) 271-2350
Fax: (603) 271-2856
Email: michelle.jonas@nh.gov

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and HID Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 Vendor Responsibilities

HID shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

HID may subcontract Services subject to the provisions of the Contract. HID must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider HID to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

HID shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

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Upon its submission of a Deliverable or Service, HID represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from HID 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 specifications outlined in the contract. The State will notify HID in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of HID's written Certification. If the State rejects the Deliverable, the State shall notify HID of the nature and class of the Deficiency and HID shall correct the Deficiency within the period identified in the Work Plan. If no period for HID's correction of the Deliverable is identified, HID shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify HID of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If HID fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require HID to continue until the Deficiency is corrected, or immediately terminate the Contract, declare HID in default, and pursue its remedies at law and in equity.

4.4 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*.

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 Software and Documentation

HID shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

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5.2 Software Support and Maintenance

HID shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3 Restrictions

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

- a. Remove or modify any program markings or any notice of HID'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.

5.4 Title

HID must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

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

7. SERVICES

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

7.1 Administrative Services

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

7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

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

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7.5 Maintenance and Support Services

HID shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

8. WORK PLAN DELIVERABLE

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

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

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve HID from liability to the State for damages resulting from HID's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

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

In the event additional time is required by HID 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 HID'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 Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within ten (10) business days of HID's receipt of a Change Order, HID shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the proposed timeline. Upon delivery of the impact statement, HID will work with the State to define a mutually agreed upon, detailed Schedule, or the Work Plan. HID will provide a Statement of Work document which outlines these details.

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HID may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to HID's requested Change Order within ten (10) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

10. INTELLECTUAL PROPERTY

Upon successful completion and/or termination of the Implementation of the Project, HID shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to HID provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. HID shall license back to the State the right to use such software. However, the source code, object code will be held in escrow and may only be released to the State for publishing or other use as defined by the terms of Section 17.

In no event shall HID be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, HID shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 Vendor's Materials

Subject to the provisions of this Contract, HID 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, HID shall not distribute any products containing or disclose any State Confidential Information. HID 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 HID employees or third party consultants engaged by HID.

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

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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.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

HID shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software. As the software licensed herewithin is proprietary to HID, the source code will be placed in escrow in as detailed Section 17 of this agreement and will only be released to the State in accordance with those terms.

10.5 Survival

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE’S INFORMATION, CONFIDENTIALITY

11.1 Use of State’s Information

In performing its obligations under the Contract, HID 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*). HID 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 HID’s performance under the Contract.

11.2 State Confidential Information

HID shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to HID in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a

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result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. HID shall immediately notify the State if any request, subpoena or other legal process is served upon HID regarding the State Confidential Information, and HID 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, HID shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 Vendor Confidential Information

Insofar as HID seeks to maintain the confidentiality of its confidential or proprietary information, HID must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that HID considers the Software and Documentation to be Confidential Information. HID 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 HID as confidential, the State shall notify HID and specify the date the State will be releasing the requested information. At the request of the State, HID shall cooperate and assist the State with the collection and review of HID's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be HID's sole responsibility and at HID's sole expense. If HID 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 HID, without any liability to HID.

11.4 Survival

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 State

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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 HID shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-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.

12.2 HID

Subject to applicable laws and regulations, in no event shall HID be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and HID'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 –Part 1-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to HID's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2- Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.4 Survival

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

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13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

Any one or more of the following acts or omissions of HID shall constitute an event of default hereunder (“Event of Default”)

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide HID written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If HID fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving HID notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give HID a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to HID during the period from the date of such notice until such time as the State determines that HID has cured the Event of Default shall never be paid to HID.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and HID shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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13.1.3 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to HID. In the event of a termination for convenience, the State shall pay HID the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require HID to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, HID shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;

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- 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 HID and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that HID has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

In the event that HID should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with HID, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with HID, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to HID, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 HID 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.

15.2 HID shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve HID of any of its obligations under the Contract nor affect any remedies available to the State against HID that may arise from any event of default of the provisions of the contract. The State shall consider HID to be the sole

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point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit HID from assigning the Contract to the successor of all or substantially all of the assets or business of HID provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that HID should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with HID, its successors or assigns for the full remaining term of the Contract; continue under the Contract with HID, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to HID, its successors or assigns.

16. 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	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	John Felton, Project Manager	Michelle Ricco Jonas, State Project Manager (PM)	7 Business Days
First	G. Robert DiBenedetto, Jr., President and CEO	Charles Fanaras, RPh NH Board of Pharmacy President	8 Business Days

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

17. ESCROW OF CODE

HID will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires HID to put the Contracted Vendor Software source and

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configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. the Vendor has made an assignment for the benefit of creditors;
- b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or
- d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise.

18. GENERAL PROVISIONS

18.1 Travel Expenses

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

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

The State agency will work with HID to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for HID's staff.

18.4 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 HID 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 HID to perform its obligations under the Contract.

18.5 Required Work Procedures

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

18.6 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems,

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equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), HID understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall HID access or attempt to access any information without having the express authority to do so.
- c. That at no time shall HID access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times HID must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by HID. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if HID is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.7 Email Use

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

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

Neither HID 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

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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 HID's inability to hire or provide personnel needed for HID's performance under the Contract.

18.11 Insurance

18.11.1 HID Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

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

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 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 Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

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CONTRACT 2014-042 -PART 3EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

HID shall provide the State with the PMP System which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, HID 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. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Table 2.1 Deliverables HID Response Checklist

Note These dates assume a June 4th Governor and Council Approval. Dates will be moved automatically if contract receives a subsequent approval.

Activity, Deliverable or Milestone	Deliverable Type	Date
Conduct Project Kickoff Meeting	Non-Software	June 9-10, 2014
Status Meetings	Non-Software	Weekly, Tuesdays
Work Plan	Written	June 10-30, 2014
Conduct Research And Requirements Validation	Non-Software	June 14-22, 2014
Requirements Analysis Report	Written	June 22, 2014
Security Testing and Documentation	Non-Software and Written	June 22-24, 2014 and July 16- September 22, 2014
Conduct Technical and Information Architecture Review And Develop Plan	Non-Software	June 9-September 10, 2014
Information Map and Navigation Plan	Written	June 2-18, 2014
Database Architecture and Data Dictionary	Written	June 10-15, 2014
Design Documentation	Written	June 14-22, 2014

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CONTRACT DELIVERABLES**

User Acceptance Testing and all Test Result Documentation	Non-Software and Written	July 22-September 22, 2014
End User Training and Documentation	Non-Software and Written	September 21-23, 2014

3. TRAINING DELIVERABLES

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

4. 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 \$333,569 for the period between the Effective Date through January 30, 2019. HID shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow HID to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table B-1 Deliverables HID Response Checklist

Activity, Deliverable or Milestone	Deliverable Type	COST
Conduct Project Kickoff Meeting	Non-Software	\$3,484
Status Meetings	Non-Software	\$929
Work Plan	Written	\$523
Conduct Research And Requirements Validation	Non-Software	\$961
Requirements Analysis Report	Written	\$602
Security Testing and Documentation	Non-Software and Written	\$1046
Conduct Technical and Information Architecture Review And Develop Plan	Non-Software	\$1,769
Information Map and Navigation Plan	Written	\$523
Database Architecture and Data Dictionary	Written	\$680
Design Documentation	Written	\$523
User Acceptance Testing and all Test Result Documentation	Non-Software and Written	\$1,046
End User Training and Documentation	Non-Software and Written	\$1,569
TOTAL		\$13,656

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

B-2 Future HID Rates Worksheet

Table B-2: Future HID Rates Worksheet

Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Implementation Manager	\$54.22	\$54.22	\$54.22	\$54.22
Account Manager	\$54.22	\$54.22	\$54.22	\$54.22
Analysis & Reporting Manager	\$48.46	\$48.46	\$48.46	\$48.46
Technical Lead	\$93.38	\$93.38	\$93.38	\$93.38
Information Systems Manager	\$38.18	\$38.18	\$38.18	\$38.18
Director of Technical Writing	\$49.40	\$49.40	\$49.40	\$49.40
Call Center/Help Desk	\$49.40	\$49.40	\$49.40	\$49.40
PMP Technical Support Manager	\$21.18	\$21.18	\$21.18	\$21.18
Trainer	\$93.39	\$93.39	\$93.39	\$93.39

B-3 Software Licensing, Maintenance, and Support Pricing Worksheet

Table B-3: Software Licensing, Maintenance, and Support Pricing Worksheet

Software	Maintain SFY 14	Maintain SFY 15	Maintain SFY 16	Maintain SFY 17	Maintain SFY 18	Maintain SFY 19
RxSentry SW	\$ 26,125	\$1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 875
Progress SW	\$ 3,300					
Escrow	\$ 995					
TOTALS	\$ 30,420	\$1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 875
Grand TOTAL						\$37,295

2014-042 Exhibit B-Price and Payment Schedule

Initial All Pages:

Contractor's Initials *ho*

Exhibit B

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

B-4 Hosting, Maintenance, and Support Pricing Worksheet

Table B-4: Hosting, Maintenance, and Support Pricing Worksheet

HOSTED SERVICES	SFY 2014	SFY 2015	SFY 2016	SFY 2017	SFY 2018	*SFY 2019
Web Site Hosting Fee*	\$ 138	\$ 1,215	\$ 1,068	\$ 1,068	\$ 1,068	\$ 623
Technical Support and updates	\$ 3,210	\$ 31,374	\$ 28,922	\$ 28,922	\$ 28,922	\$ 16,912
Maintenance and Updates	\$ 3,594	\$ 32,382	\$ 28,800	\$ 28,800	\$ 28,800	\$ 16,800
Subtotal	\$ 6,942	\$ 64,971	\$ 58,790	\$ 58,790	\$ 58,790	\$ 34,335
TOTAL						\$ 282,618

**Based on a \$6,942 fee during the 4 month implementation and a \$4,905 fee during operation.*

*** Based on a contract end date of January 30, 2019*

Table B-5 Cost Summary

	SFY 2014	SFY 2015	SFY 2016	SFY 2017	SFY 2018	SFY 2019
Table B-1	\$ 13,656	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

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PRICE AND PAYMENT SCHEDULE**

Deliverables						
Table B-3 SW Licensing, Maintenance & Support	\$ 30,420	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 875
Table B-4 Hosting, Maintenance & Support	\$ 6,942	\$ 64,971	\$ 58,790	\$ 58,790	\$ 58,790	\$ 34,335
TOTALS	\$ 51,018	\$ 66,471	\$ 60,290	\$ 60,290	\$ 60,290	\$ 35,210
GRAND TOTAL						\$ 333,569

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 \$333,569 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to HID for all fees and expenses, of whatever nature, incurred by HID 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

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

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.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Invoices shall be sent to:
State of New Hampshire Board of Pharmacy
121 South Fruit Street
Concord, NH 03301-2412

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Health Information Designs, LLC
Susie McGuire, Controller
PO Box 529, Auburn, AL 36832

5. OVERPAYMENTS TO HID

HID 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 HID's invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

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EXHIBIT C
SPECIAL PROVISIONS**

1. Form P-37 Section 17. NOTICE- Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

Notice

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

TO HID:
Health Information Designs, LLC
Kathleen Sabo
Director of Business Development
PO Box 529, Auburn, AL 36832
Tel: (334) 466-3031

TO STATE:
State of New Hampshire
Board of Pharmacy
Prescription Drug Monitoring Program
121 South Fruit Street
Concord, NH 03301-2412
Tel: (603) 271-2350

2. Form P-37 Section 14. INSURANCE

Both parties agree to amend section 14.1.1 of the Contract 2014-042 in order to show the amount of insurance is in agreement with HID's coverage currently in force for comprehensive general liability in the amount of \$1,000,000 for each occurrence and the excess/umbrella liability in the amount of \$4,000,000 for each occurrence.

3. EXTENSION

This agreement has the option for a potential extension up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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EXHIBIT D
ADMINISTRATIVE SERVICES**

1. STATE MEETINGS AND REPORTS

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

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

- a. **Introductory Meeting:** Participants will include HID Key Project Staff and State Project leaders from both the Board of Pharmacy and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and HID Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the HID Project Manager and the State Project Manager. These meetings will be conducted at least every two weeks and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from HID shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a Bi Weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from HID and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects HID to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be HID's responsibility.

The HID Project Manager or HID Key Project Staff shall submit every two weeks status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The HID's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State HID shall produce Project status reports, which shall contain, at a minimum, the following:

- 1. Project status related to the Work Plan;
- 2. Deliverable status;
- 3. Accomplishments during weeks being reported;
- 4. Planned activities for the upcoming two (2) week period;
- 5. Future activities; and
- 6. Issues and concerns requiring resolution.
- 7. Report and remedies in case of falling behind Schedule

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ADMINISTRATIVE SERVICES**

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

2. STATE-OWNED DOCUMENTS AND DATA

HID 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, HID 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. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

HID 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*.

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. HID 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 HID’s cost structure and profit factors shall be excluded from the State’s review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

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

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EXHIBIT D
ADMINISTRATIVE SERVICES**

5.WORK HOURS

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

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE**

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A.** HID shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B.** HID and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C.** The HID team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.
- D.** Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E.** HID shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- F.** HID shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- G.** HID shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. 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. HID's Project management tracking software and processes will be used for managing the Project.

1.2.1 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 application will be ready for Implementation in accordance with the State's schedule.

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE**

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.2 Change Management and Training

HID'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.

1. SECURITY

HID shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. HID shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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EXHIBIT F
TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

HID shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. HID will also provide training as necessary to the State staff responsible for test activities. HID shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, HID shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. HID shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

HID shall provide the State with an overall Test Plan that will guide all testing. The HID provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests (as appropriate), expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon HID's Project Manager's Certification, in writing, that HID's own staff has successfully executed all prerequisite HID testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from HID that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from HID's development environment. HID must assist the State with testing in accordance with the

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EXHIBIT F
TESTING SERVICES**

Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

HID must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

In Unit Testing, HID shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The HID developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Unit Testing will largely focus on the Data Interfaces/Conversion aspects of this project as the core software is a Commercial off the Shelf (COTS) product that has been in production in other States for some time.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
HID Team Responsibilities	For application modules, conversions and interfaces the HID team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the HID team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications. It includes all key business processes and interfaces being

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TESTING SERVICES**

implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
HID Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with HID to develop the Systems Integration Test Specifications. • Work jointly with HID to develop and load the data profiles to support the test Specifications. • Work jointly with HID to validate components of the test scripts, modifications, fixes and other System interactions with the HID supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
	For conversions and interfaces, the HID team will execute the applicable validation tests and compare execution results with the documented expected results. Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

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1.6 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

HID's Project Manager must certify in writing, that HID's own staff has successfully executed all prerequisite HID testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that HID has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from HID that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
HID Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results.

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	<ul style="list-style-type: none">• Work jointly with HID in determining the required actions for problem resolution.• Provide Acceptance of the validated Systems.
	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7 Performance Tuning and Stress Testing

HID shall develop and document hardware and Software configuration and tuning of the prescription monitoring (PDMP) solution, including HID's proprietary RxSentry® prescription drug monitoring software, hardware, and connectivity infrastructure.

1.7.1 Scope

The scope of **Performance Testing** shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

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

1.7.2 Test Types

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

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

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

1.7.3 Tuning

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

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

1.7.4 Implementing Performance and Stress Test

Performance and Stress test Tools must be provided by HID for this effort. Consideration must be give to licensing with respect to continued use for regression testing. If HID is familiar with open source low/no cost tools for this purpose those tools should be identified..

1.7.5 Scheduling Performance and Stress Testing

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

HID shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

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

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

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

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

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

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify HID of the nature of the testing failures in writing. HID will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. 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:

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) HID shall notify the State no later than five (5) business days from the HID's receipt of written notice of the test failure when HID expects the corrections to be completed and ready for retesting by the State. HID will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by HID based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 1. validate that the change/update has been properly incorporated into the program; and
 2. validate that there has been no unintended change to the other portions of the program.
- d.) HID will be expected to:
 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;

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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
3. Manage the entire cyclic process.

e.) HID 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.

In designing and conducting such regression testing, HID 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, HID 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.

1.9 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

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

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

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

In their proposal, HIDs must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures will include 3rd party Penetration Tests (pen test) or code analysis and review.

HID will be required to provide 3rd party testing. Prior to the System being moved into production HID shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.11 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

HID shall maintain and support the System in all material respects as described in the applicable program Documentation after User Acceptance and successful completion of the Warranty Period through the end of the contract period.

1.1 HID's Responsibility

HID shall maintain the Application System in accordance with the Contract. HID will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

HID shall make available to the State the latest program updates; general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1 HID's Responsibility

HID will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

a. Class A Deficiencies - HID shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (7) days a week with an email / telephone response within two (2) hours of request; or HID shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

b. Class B & C Deficiencies –The State shall notify HID of such Deficiencies during regular business hours and HID shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

3.1 HID shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 HID shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

3.3 For all maintenance Services calls, HID shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

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- 3.4** HID must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5** If HID fails to correct a Deficiency within the allotted period of time stated above, HID shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return HID's product and receive a refund for all amounts paid to HID, including but not limited to, applicable license fees, within ninety (90) days of notification to HID of the State's refund request
- 3.6** If HID fails to correct a Deficiency within the allotted period of time Stated above, HID shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2.

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Contractor Responses to Appendix C in the RFP

BUSINESS REQUIREMENTS HID RESPONSE CHECKLIST

State Requirements					
Req #	Requirement Description	M/D			
<i>B1 Data Collection from Dispensers and Data Administration</i>					
B1.1	Data must be collected by the Vendor in the current format established by the American Society for Automation in Pharmacy (ASAP) in its ASAP Rules Based Implementation Guide for Prescription Monitoring Programs. The Vendor must prepare and provide to Dispensers any instructions needed to comply with the data reporting requirements and provide technical assistance. The New Hampshire Board of Pharmacy (BOP) and/or New Hampshire Prescription Management Program Advisory Committee (PMPAC) reserves the right to review and approve any communication prior to it being distributed to Dispensers. The BOP/PMPAC will provide the Vendor with a list of Dispensers required to report, which will include the Dispensers' names and mailing addresses. There are approximately 1,000 Dispensers that may be required to report into the program. 300 In-State Dispensers, 500 Out-of-State Dispensers, and 200 Veterinarians, Emergency Room Doctors, Physicians, Dentists, etc... An updated list of Dispensers will be provided as needed to the Vendor upon request. There are an estimated 7,000 Practitioners of which a small percent choose to dispense medication and all Practitioners must register with the PMP. Email address must be provided by Dispensers/Practitioners during the PMP registration process.	M	Yes	Standard	HID will collect data using ASAP v4.2. HID will send file submission notification letters to Dispensers with instructions regarding account registration and data uploading. All correspondence will be approved by NH BOP. Dispensers will be given a link directing them to the uploaders' NH PDMP site. HID will provide the <i>RxSentry Dispensers' Implementation Guide</i> electronically to assist Dispensers with uploading and necessary functionality.
B1.2		M	Yes	Standard	

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B1.3	Prescription data must be collected from all Dispensers and uploaded into the application on a weekly basis, or sooner, on a to-be-determined basis in cooperation with Dispensers	M	Yes	Standard	HID will collect prescription data every seven (7) days. HID does collect prescription data daily for other state PDMPs and will provide this pricing option to NH BOP upon request. Dispensers will have the ability to upload as often as they wish.
B1.4	The vendor must work with the Dispensers to load a minimum of 6 months historical data prior to "go-live".	M	Yes	Standard	
B1.5	Identify and flag users in each dispensing category as "non-compliant" who fail to submit data or submit a report with no records/data.	M	Yes	Standard	HID will provide NH BOP with a weekly compliance report indicating registered dispensers who have not uploaded data. NH BOP administrators will also have the ability to view non-compliant Dispensers using RxSentry's Upload History report.

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B1.6	The application must allow Board BOP and PMPAC staff to obtain a report/list of "non-compliant" Dispensers at any time.	M	Yes	Standard RxSentry's Upload History report will allow NH BOP users to view a history of uploads, display uploading details by uploader or dispenser, and search the upload history for a specific uploader or dispenser name. The RxSentry Upload Details report displays information about all file uploads, including contact information for each uploader, and the data of the last file upload.
B1.7	The application must create and store a record of each attempted data submission by Dispenser, whether or not the data submission is successful/error free. Statistics regarding data submissions (good and bad) must be accessible to the system Administrators	M	Yes	Standard HID provides all submitters of data with an upload report, which documents errors that occurred during the upload process. Upload reports will track all "Minor" or "Serious" errors. "Fatal" errors, such as blank pharmacy DEA, will not be loaded into RxSentry. RxSentry does keep a record of upload history, but does not record files that are not loaded or are rejected. Dispensers who have files that are rejected and do not resubmit corrected data are treated as non-compliant. Upload History reports contain uploader information and are

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					<p>accessible to NH BOP administrators.</p>
<p>B1.8</p>	<p>The application must logically associate each record with a Dispenser's account and include, at a minimum, the following information in each record:</p> <ul style="list-style-type: none"> * Unique Dispenser ID * Date Submitted * Time Submitted * Attempted number of Records to be Submitted * Number of Records Successfully Submitted * Source IP Address of the Data Submission 	<p>M</p>	<p>No</p>	<p>Not Available/ Not Proposing</p>	<p>RxSentry provides the ability to logically associate each record with a Dispenser's account to include unique dispenser ID, date dispensed, time submitted, attempted number of records to be submitted, and number of records successfully submitted. Although RxSentry does record the source IP address of each data submission, system functionality does not currently associate these</p>

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					<p>items.</p> <p>HID provides all submitters of data with an upload report, which documents errors that occurred during the upload process. Upload reports will track all "Minor" or "Serious" errors. "Fatal" errors, such as blank pharmacy DEA, will not be loaded into RxSentry. RxSentry does keep a record of upload history, but does not record files that are not loaded or are rejected. Dispensers who have files that are rejected and do not resubmit corrected data are treated as non-compliant. Upload History reports contain uploader information and are</p>
<p>B1.9</p>	<p>The application must return an acknowledgement or display a message to the Dispenser regarding whether their attempted data submission is successful or failed, and if failed, the acknowledgement or message must identify the error(s) in enough detail that the Dispenser can correct the data and re-submit. The Dispenser must be notified when their data transmission does not meet the established threshold for accuracy and completeness and be provided with a detailed explanation of the cause of the errors. The Dispenser must correct the errors and resubmit the file until it is accepted. The BOP/MPAC must be notified when a Dispensers' data submission is not completed by the pre-established due date.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	

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accessible to NH BOP
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	<p>The application must collect data regarding every dispensing of a monitored prescription drug from approximately 1,000 licensed individuals with the authority to dispense monitored prescription drugs and approximately 800 pharmacies licensed to dispense monitored prescription drugs to patients in New Hampshire of which 300 are In-State and 500 are Out-of-State, and 200 Veterinarians, Emergency Room Doctors, Physicians, Dentists, etc... through a variety of secure transmission/transport protocols, standards and methods to receive data from Dispensers, initially including the following at a minimum:</p> <ul style="list-style-type: none"> * ASAP * Batch File transmission methods with daily update capability * Manual data entry through a secure Web portal * Manual batch file upload via a secure Web portal * Secure file transfer of a batch file via File Transfer Protocol (FTP) * Transfer Control Protocol Internet Protocol (TCP/IP) 	M	Yes	Standard	
B1.10	<p>Manual Dispensers must be able to report dispensing via a secure website</p>	M	Yes	Standard	<p>Dispensers reporting manually will have the ability to use RxSentry's online Universal Claims Form (UCF) to fill in data blanks and submit via secure website.</p>

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	<p>Data collected from the Dispensers must include the following data elements for each Schedule II-IV prescription, in standard ASAP format:</p> <ul style="list-style-type: none"> * The Dispenser's DEA Number * Name of the patient for whom the controlled substance is being dispensed * The Patients' Full Address, including city, state, and zip code; Telephone Number; and Date of Birth * Date the prescription was written * Date the prescription was filled * Prescription Number * Whether the prescription is new or a refill * Metric quantity of the dispensed drug * Estimated days of supply of dispensed drug, if provided to the Dispenser * National Drug Code of dispensed drug * Prescriber's DEA Number * Number of refills * Source of payment (Insurance or Other) 	M	Yes	Standard	
B1.13	<p>The application must collect data for all schedule II through schedule IV prescriptions, including compounded prescriptions.</p>	M	Yes	Standard	<p>RxSentry will accept uploaded data from any drug schedule, including II through IV, if in compliance with ASAP v.4.2.</p>
B1.14	<p>The Vendor must collect the data in ASAP format from Dispensers by secure email, telephone modem, diskette, CD-ROM, tape, secure FTP, Virtual Private Network (VPN), and other agreed upon media.</p>	M	Yes	Standard	<p>HID has the ability to collect data using secure email, telephone modem, diskette, CD-ROM, tape, secure FTP, VPN, and other agreed upon media. However, for the most efficient and updated uploading for NH BOP, HID recommends collecting data using SFTP and VPN.</p>

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B1.15	<p>Dispensers under common ownership must be permitted to submit all of their data in one transmission, provided each Dispenser is clearly identified for each prescription dispensed.</p>	M	Yes	Standard	<p>HID is experienced with collecting data from dispensers under common ownership. The common owner can upload data from multiple pharmacies (dispensers) in the same file; RxSentry identifies each individual dispenser with these consolidated data files. Pharmacies with multiple locations are only required to set up one account to upload their data. For example, Wal-Mart, CVS, and other chain pharmacies currently send in one file that contains data from all of their pharmacies in the state.</p>
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	<p>The Vendor is responsible for monitoring that each Dispenser has submitted data on the required submission schedule, and must notify the Dispenser of any submission failures.</p>				<p>HID will provide NH BOP with a weekly compliance report indicating registered dispensers who have not uploaded data. NH BOP administrators will also have the ability to view non-compliant Dispensers using RxSentry's Upload History report. HID provides all submitters of data with an upload report, which documents errors that occurred during the upload process. Upload reports will track all "Minor" or "Serious" errors. "Fatal" errors, such as blank pharmacy DEA, will not be loaded into RxSentry. RxSentry does keep a record of upload history, but does not record files that are not loaded or are rejected. Dispensers who have files that are rejected and do not resubmit corrected data are treated as non-compliant.</p>
B1.16		M			
B1.17	<p>The data submitted by the Dispensers must be validated to confirm that the data submitted meets the accuracy and completeness thresholds established by the BOP/MPAC. The process must confirm that all required fields are included and must validate that the data is valid based on Industry best-practice. For example, the dispense date must be greater than the date of birth of the Patient but less than or equal to the current date.</p>	M	Yes	Standard	<p>RxSentry uses internal data checks and validation to ensure that the submitted data complies with quality standards established by the NH BOP during implementation.</p>

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B1.18	DEA number is included in each record from the Dispenser and during the data upload process the application needs to populate Prescriber Name, Dispenser Name, Address, and Registered Schedule based on the DEA number.	M	Yes	Standard	
B1.19	The application must identify and differentiate Institutional DEA Numbers from individual Prescribers.	D	Yes	Standard	
B1.20	NDC number is included in each record from the Dispenser and during the data upload process the system must populate Drug Name, Strength, controlled substance schedule and dosage form based on the NDC number.	M	Yes	Standard	
B1.21	An automated process needs to compare information in the database with NDC number updates and update the various fields with new/revised information based on the NDC updates.	M	Yes	Standard	
B1.22	The application must convert NDC numbers to drug name, strength and dosage form.	M	Yes	Standard	RxSentry provides the ability to convert license numbers, DEA numbers, and NDC numbers to the appropriate data fields, including drug name, strength, and dosage form.
B1.23	The vendor must provide a NDC data base (e.g. FIRST DATA BANK ®) and a list of DEA numbers from Drug Enforcement Agency.	M	Yes	Standard	RxSentry receives and incorporates updated NDC data from First DataBank on a monthly basis. The user can readily examine this information for any NDC by looking at the drug profile in RxSentry.
B1.24	The application must have a "Homeless" indicator.	D	Yes	Standard	ASAP v4.2 requires that an address is provided with each entry. However, Dispensers may select to indicate "Homeless" within the address field of a particular entry.

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B2 Data Deletion and Back-Up Restoration

B2.1	<p>Records relating to any individual who does not meet the level established to suggest possible drug abuse or diversion must be deleted within 6 months after the initial prescription was dispensed. All other information/records must be deleted after 3 years per RSA 318-B: 32. IV. The level established to suggest possible drug abuse or misuse is defined as Schedule II - IV controlled drugs obtained through 6 Practitioners, 6 Pharmacies, within 3 months or 100mg or greater of morphine or morphine equivalents per day.</p>	M		Custom	<p>HID will monitor and maintain daily deletion of records meeting criteria of levels established by the NH BOP as described in this requirement. HID understands this requirement is mandated by State of New Hampshire statutes. However, HID does not recommend deleting this data as it will severely limit the usability of the NH PDMP for the purpose of searching for potential misuse and abuse of schedule II-IV prescription drugs. HID does not provide daily deletion meeting strict thresholds such as those described for any of our 21 clients. HID has provided pricing for this feature in the Cost Proposal (F-6) of this response.</p>
B2.2	<p>Category A: All records will be retained in application for the first 6 months. At six (6) months and one (1) day, all records not meeting the level established to suggest possible drug abuse or misuse must be deleted. Moving forward, the most current 6 months of data must be retained in the application using the same deletion criteria.</p>	M	No	Custom	<p>See HID's response to B2.1.</p>

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B2.3	<p>Category B: All records relating to any individual who meet the level established to suggest possible drug abuse or misuse must be retained for 36 months from the most recent violation date. At thirty six (36) months and one (1) day, all records older than 36 months must be deleted. Moving forward, the most current 36 months of data must be retained in the application using the same deletion criteria.</p>	M	No	Custom	See HID's response to B2.1.
B2.4	<p>If Back-Up Tapes need to be used to restore data: the record deletions as defined in Requirements B2.2 and B2.3 must be performed prior to making the data available to users.</p>	M	No	Custom	See HID's response to B2.1.
B3 Reports & Forms					
B3.1	<p>The application must provide six (6) categories of reports/queries capabilities as follows: * <u>Audit Reports/Look Ups</u> to include: Dispenser compliance with transmission of dispensed data on a weekly basis. Dispenser's non-compliance with transmission of dispensed data on a weekly basis; Registration of Prescribers and Dispensers. * <u>Threshold Reports/Look Ups</u> to include: Number of prescriptions dispensed, number of Prescribers used, and number of pharmacies used in a designated time period. The criteria may be added to or changed over time. A report function for this activity is required and must allow for parameters to be changed. * <u>Provider Report/Look Ups</u> to include: All patients and demographics: name, birthdate, address, all drug(s) names, strength, quantity, refill status, all prescription(s) dispensed by date, pharmacy name(s) and addresses, range of start and stop dates for filled prescriptions; provider(s) name and address.</p>	M	Yes	Standard	
	<p>* <u>Pharmacist Report/Look Ups</u> to include: Patient demographics as above, drug(s) dispensed to date; prescription(s) written and date, drug strength, quantity, refill status, and provider demographics as above. * <u>Patient Report/Look Ups</u> to include: Patient demographics, drug(s) name, strength, quantity, date prescribed and dispensed and refill status. * <u>Law Enforcement Report/Look Ups</u> to include: Report will be a query template based on what is requested and approved for release.</p>		Yes	Standard	

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B3.2	<p>Canned Reports that allow Users, with the appropriate rights based on their security role to select report criteria as following:</p> <ul style="list-style-type: none"> * Prescriptions prescribed to an individual by drug type by time period; * Prescriptions dispensed to an individual by drug type by location by time period; * Prescriptions dispensed by drug type by time period (summary); * Prescription trends by location (see above) by time period (summary); * Queries executed by date by time by individual; * Listing of authorized logins, name, entity, access history, and login expiration; * Individuals visiting a pharmacy more than one time in a given period; * Prescriptions prescribed by a selected Prescriber by date. 	M	No	<p>RxSentry includes canned reports that allow users, based on assigned user-role, to report the following criteria: prescriptions prescribed to an individual by drug type and date range; prescriptions dispensed to an individual by drug type, location, and date range; summary of prescriptions dispensed by drug type, by date range; prescription trends by location, date range; queries executed by date, time, and user; listing of authorized logins, name, entity, access history, and login expiration; and prescriptions prescribed by a selected prescriber, by date. RxSentry's Query menu does not provide users the ability to query individuals visiting a pharmacy more than one time in a given time period. Authorized users will have the ability to create a Threshold report showing pharmacy dispensing patterns. Users will then have the ability to drill down to the</p>
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individual from that
report.

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B3.3	The application must provide the ability for the User to select various geographic areas (town, County, Region, etc...) with canned, ad-hoc, and customized reports.	M	Yes	Standard	
B3.4	Application must have a user-friendly query tool	M	Yes	Standard	Hundreds of sophisticated, customized reports can be generated on demand within RxSentry. The ad hoc reporting tool, Query Menu, is robust and user-friendly, with an intuitive interface that requires little training. RxSentry version 1.2 has greatly improved the usability of RxSentry's Query menu. HID provides additional information on RxSentry's query tool in Section IV, D-1, Topic 3 of this response.

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B3.5	Users with the appropriate rights/privileges must have the ability to execute queries against the database without the need to consider software distribution and management logistics.	M	Yes	Standard	RxSentry employs role-based security, granting users access to system functionality based on assigned roles. Roles are determined during implementation and granted upon registration. Users with Query menu direct access may directly query the system and received query results. Indirect system users such as law enforcement users, may query the system but must request access to query results through State administrators.
B3.6	Users with the appropriate rights/privileges must have the ability to execute standard reports, to execute ad hoc queries, and to create custom reports.	M	Yes	Standard	
B3.7	System is able to export all reports into Excel without requiring further modification of formatting, labeling, or manual manipulation in Excel.	M	No	Not Available/ Not Proposing	Users have the ability to export RxSentry data as a .csv file which may be used in Microsoft Excel or other desired data management applications. RxSentry does not require users to purchase or otherwise download Microsoft Excel. Users have the ability to choose any product to manipulate system data.

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B3.8	<p>The application must integrate with MS Word (version 2007 and higher) and have the ability to generate up to 20 template documents/letters that can be emailed directly to Dispensers.</p>	M	No	<p>HID will provide the ability to generate up to 20 template documents/letters from RxSentry, that can be emailed directly to Dispensers. HID provides up to three (3) letter templates for a standard RxSentry implementation and has provided up to three (3) letter templates with neural logic as an enhancement for a current client. HID assumes that the State desires neural logic behind each individual letter, (Ex. dispensers who have prescribed a number of a specific drug), rather than a basic template reformat. Therefore, HID includes the pricing and hours to complete this project separately. In order to complete this project for 20 letters, HID has provided pricing in our Cost Proposal for this response. HID has only included the formatting of one (3) letters within the 120 implementation schedule.</p>
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B4 Database Search and Query Features

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B4.1	The application must have fuzzy logic, soundex and wild cards search capabilities. Search results can be printed.	M	Yes	Standard	RxSentry provides search capabilities that will include fuzzy logic, soundex, and wild cards to allow users to return data even if exact matches are not made.
B4.2	The application must allow the user to do full-text searches	M	No	Not Available/ Not Proposing	RxSentry provides users the ability to type directly into a search bar in order to search information such as dispenser name or recipient name.
B4.3	The application must allow users to drill down on the results of patient searches to see pharmacy used, Prescriber, prescriptions dispensed by date, drug name, strength, and quantity	M	Yes	Standard	
B4.4	The application must distinguish query capabilities based on user roles.	M	Yes	Standard	
B4.5	All queries must be logged, tracking user and the fields queried	M	Yes	Standard	
B4.6	The user must have the option to print query results	M	Yes	Standard	
B4.7	The application must allow authorized PMP Administrators/BOP staff to search, correlate, query, and match records on all variables contained in the record in order to discover instances in which the records of a single patient are misidentified as being the records of two or more patients.	M	Yes	Standard	
B4.8	Data that has passed the checks for accuracy and completeness shall be accessible to users as soon as possible after submission.	M	Yes	Standard	

B5 Data Interfaces/Conversion

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B5.1	Vendor must compare a data extract from the states' enterprise licensing application containing all active Licensees with the DEA numbers from the Drug Enforcement Agency and populate the PMP database with all active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state prior to "go-live". Currently includes Nurse Practitioners (approximately 1726); Dentists (approximately 1108); Veterinarians (approximately 905). Note that the State of New Hampshire plans to migrate all License types into an enterprise-wide solution and over the next 36 months.	M	Yes	Standard	HID will compare a data extract from the state's licensing application to populate the PDMP database with active prescribers and dispensers for registration within the NH PDMP during implementation.
B5.2	Application must compare a data extract from the states' enterprise licensing application containing all active Licensees with the DEA numbers from the Drug Enforcement Agency on a monthly basis to determine all changes in active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state and update all changes to the PMP database (new and inactive Licensees). Note that the State of New Hampshire plans to migrate all License types into an enterprise-wide solution and over the next 36 months.	M	Yes	Standard	HID will use the State's licensing application containing all active Licensees with DEA numbers on a monthly basis to determine changes in active prescribers and dispensers for the NH PDMP.
B5.3	Vendor must compare a data extract from the states' current five (5) MS Access databases containing all active Licensees with the DEA numbers from the Drug Enforcement Agency and populate the PMP database with all active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state prior to "go-live". Includes Physicians (approximately 6300); Physician assistants (approximately 575); Optometrists (approximately 130); Pharmacists (approximately 2600); Pharmacies in state (approximately 300); Non-Resident (approximately 500); Naturopathic Doctors (approximately 80); and Podiatrists (approximately 103).	M	Yes	Standard	

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B5.4	<p>Application must compare a data extract from the states' current five (5) MS Access Databases application containing active Licensees with the DEA numbers from the Drug Enforcement Agency on a monthly basis to determine all changes in active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state and update all changes to the PMP database (new and inactive Licensees), Physicians (approximately 6300); Physician assistants (approximately 575); Optometrists (approximately 130); Pharmacists (approximately 2600); Pharmacies in state (approximately 300); Non-Resident (approximately 500); Naturopathic Doctors (approximately 80); and Podiatrists (approximately 103).</p>	M	Yes	Standard	
B5.5	<p>Vendor must create data extract process that can either be automatically run or easily executed from the states' current five (5) MS Access databases containing all active Licensees for Physicians (approximately 6300); Physician assistants (approximately 575); Optometrists (approximately 130); Pharmacists (approximately 2600); Pharmacies in state (approximately 300); Non-Resident (approximately 500); Naturopathic Doctors (approximately 80); and Podiatrists (approximately 103). Note that the State of New Hampshire plans to migrate all License types into an enterprise-wide solution and over the next 36 months.</p>	M	Yes	Standard	
B6 Miscellaneous Features					
B6.1	<p>The application must have the ability to recognize slightly different but similar Patient records to avoid duplicate data entry/records and allow the Administrators the ability to review/merge/delete/accept records that fall into this category.</p>	M	Yes	Standard	<p>RxSentry contains logic to automatically cluster similar patient records including similar names and addresses. RxSentry administrators will have the ability to review, merge, delete, and accept records that fall into this</p>

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						category.
B6.2	The application must allow system Administrators and BOP staff the ability to search, correlate, query and match records on all variables contained in a record in order to discover instances in which the records of a single patient are misidentified as being the records of two or more patients.	M	Yes	Standard	RxSentry's Query Menu offers users, including system administrators, BOP staff, registered dispensers, and registered practitioners the ability to search, correlate, query, and match records of two or more patients.	
B6.3	Users must have the ability to self register and reset their passwords through the application	M	Yes	Standard		
B6.4	PMP Administrators must have the ability to post announcements on the home page of the application so Users see them when they log in.	M	Yes	Standard		
B6.5	The application must allow links to web sites/pages to be inserted on appropriate pages/locations.	D	Yes	Standard	Administrative users have the ability to insert links on the RxSentry public web site.	

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B6.6	PMP Administrators must have the ability to modify data in the database. For example, Demographic information.	M	Yes	Standard	PDMP Administrators will have the ability to modify data in RxSentry. Data uploaders will have the ability to modify demographic information provided within an upload. All users will have the ability to modify their own demographic information.
B6.7	Dispensers must have the ability to correct data when they determine that incorrect data was submitted via the weekly transfer etc...	M	Yes	Standard	Dispensers may correct data submitted by resubmitting the data in question. Dispensers will have the ability to save new data uploads for the same exact prescription in place of previous information. RxSentry will record the most recent information.
B6.8	Must have the ability to upload Licensed drug prescriber and Dispenser details from the States' existing licensing applications	M	Yes	Standard	HID has provided its PDMP solution since 2006 and currently provides these services in 21 states. HID provides our Project Work Plan, including implementation plans, in Section IV, D2.4 of this response.
B6.9	Vendors must have a minimum of 3 years experience providing Prescription Drug Management software solutions. The vendor must be capable of creating and executing a project implementation plan including installation, configuration, training, and post installation support including measures to test and verify successful deployment.	M	Yes	Standard	

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State Requirements					
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A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	No	Not Available/ Not Proposing	RxSentry is a proprietary system built on a Progress OpenEdge platform. HID will not supply RxSentry for all to implement and use in perpetuity with no royalty or fee and with no restrictions on the use and manipulation of data. To do so would prohibit HID from further profitability from the system and violate HIPAA regulations.

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					<p>RxSentry is a proprietary system built on a Progress OpenEdge platform. HID will not supply RxSentry for all to implement and use in perpetuity with no royalty or fee. To do so would prohibit HID from further profitability from the system. HID will not allow no restrictions on the use of data stored in the format. This allowance would provide access of PHI, violating HIPAA regulations. Opening RxSentry to complete alteration may provide the ability for system users to create algorithms for false reports of data.</p>
A1.2	<p>The system software adheres to open standards and is not proprietary.</p>	D	No	<p>Not Available/ Not Proposing</p>	
A1.3	<p>The database platform adheres to open standards.</p>	M	No	<p>Not Available/ Not Proposing</p>	<p>The Progress OpenEdge platform of RxSentry is proprietary, but does allow its licensed use for manipulation and creation.</p>

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	<p>The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.</p>				<p>RxSentry was created using SOA which separates business logic and front-end logic. This allows user-facing RxSentry features and functionality to be open to system users for manipulation. RxSentry allows users to export Query Menu data into a format that can be further manipulated using other solutions. However, NH BOP must request or approve the use of data by unauthorized RxSentry users in order to protect PHI. However, RxSentry is a proprietary system and does not comply with Open Standards as specified in RSA 21-R:10 and 21-R:13 for the reasons described in HID's responses to A1.1-A1.3.</p>
A1.4		M	No	<p>Not Available/ Not Proposing</p>	
A1.5	<p>Web-based compatible and in conformance with the following W3C standards: XHTML 1.0, CSS 2.1, XML 1.0 (fourth edition)</p>	M	No	<p>Not Available/ Not Proposing</p>	<p>RxSentry is not compatible at the XHTML level at this time. RxSentry exists at the HTML 4.01 and HTML 5 levels.</p>
A1.6	<p>System must be HL7 compliant</p>	M	Yes	<p>Standard</p>	
A1.7	<p>Be Section 508 Compliant</p>	M	Yes	<p>Standard</p>	

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A1.8	Compatible with all current browsers that are installed with the standard, default settings	M	Yes	Standard	RxSentry is a web-based application. RxSentry is compatible with Internet Explorer versions 7 and higher, Mozilla Firefox versions 3 and higher, Google Chrome and all versions of Apple Safari.
A1.9	Browser functionality must not rely on Java, Javascript or Java Applets to work	M	Yes	Standard	
A1.10	Personally identifiable information must be encrypted within the database and during transmission	M	Yes	Standard	
A1.11	Data validation does not occur in the browser	M	Yes	Standard	
A1.12	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows 7 or higher, Internet Explorer 10 or higher, and 128 bit encryption.	M	Yes	Standard	
A1.13	System has ability to flag data fields (user defined or standard) as mandatory and thus required during data entry.	M	Yes	Standard	
A1.14	A MobilApp version of the System must be available that allows for real-time updates from smart phones and tablets. Prefer a mobile application (available from an app store) or at a minimum the application must be mobile ready, i.e. it can be read by browsers used in smart phones/tablets.	D	Yes	Standard	RxSentry is accessible through mobile devices such as smart phones and tablets using Internet browser features. However, RxSentry does not exist in traditional MobilApp version.
A1.15	System uses field level data integrity checks (e.g., numeric fields verify a number is entered, etc.).	M	Yes	Standard	
A1.16	System has ability to provide online help that is connected to the relevant routine, field, or report the end-user is actively using.	M	Yes	Standard	

12. Application Security

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A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services..	M	Yes	Standard	
A2.3	Enforce unique user names.	M	Yes	Standard	
A2.4	Enforce all state office user complex passwords of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	Yes	Standard	
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Yes	Standard	HID assigns each user a unique login/password combination which allows access to the system. All passwords must contain at least eight (8) characters, at least one (1) capital letter, one (1) lowercase letter, and one (1) number and cannot be a dictionary word. Additionally, RxSentry masks password entry to protect password confidentiality.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A2.7	Expire passwords after 90 days	M	Yes	Standard	
A2.8	Users must be able to reset their passwords themselves	M	Yes	Standard	
A2.9	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	

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A2.10	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	
A2.11	Establish ability to enforce session timeouts during periods of inactivity. Default should be 15 minutes.	M	Yes	Standard	
A2.12	The application should automatically save data that has been entered every minute.	D	No	Not Available/ Not Proposing	RxSentry requires very little data entry in its uploader site or Query site. Saving sensitive data entered into the system every minute may promote HIPAA violations.
A2.13	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	IID uses Cenzie Hailstorm scans to identify security risks in RxSentry, such as those issues listed in the OWASP CWE/SANS Top 25 List.
A2.14	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	
A2.15	Log all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard	IID tracks all failed attempted logins through web server logs. IID will store logs for 90 days or longer as requested by NH BOP.
A2.16	The application shall securely log all activities to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	RxSentry's Global Audit Trail tracks all activities within the system.
A2.17	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.18	Use only the Software and System Services designed for use	M	Yes	Standard	
A2.19	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	

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A2.20	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A2.21	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A2.22	Create change management documentation and procedures	M	Yes	Standard	
A2.23	System has the ability to log a user out and save data after a defined length of inactivity. System has ability to assign system privileges and security by user, group, home, or role.	M	Yes	Standard	RxSentry provides a role-based access control mechanism to provide specific user controls based on specific organizational roles. System functions and information can be controlled, providing the ability to administer granular logical access controls.
A2.24		M	Yes	Standard	RxSentry has defined user-roles within the system. Users are restricted to viewing only areas of the system defined by their role. User roles will be defined by NH BOP during implementation.
A2.25	System has ability to restrict specific users from viewing certain records.	M	Yes	Standard	RxSentry meets HIPAA regulatory standards. HID provides a statement to this effect as Appendix 3 of this response.
A2.26	The solution must meet federal HIPAA regulatory standards. Vendors must supply in writing that their product meets the HIPAA requirements	M	Yes	Standard	

A3 DATA INTEGRITY

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A3.1	Application must have functions to maintain data integrity.	M	Yes	Standard	HID will enforce data integrity by defining logic checks, validations, and business rules in areas such as error reporting, data validation, data clustering, and name standardization.
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TESTING & TRAINING HID RESPONSE CHECKLIST

State Requirements

Req #	Requirement Description	Criticality M-Mand D=DESR ED				
T1 APPLICATION SECURITY TESTING						
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard		
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard		
T1.3	Test for Identification and Authentication: supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard		
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard		
T1.5	Test for encryption; supports the encoding of data for security purposes	M	Yes	Standard		
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard		
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard		
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard		
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard		
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard		

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T1.1 2	Test Input Validation: ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	
T1.1 3	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	
T2 STANDARD TESTING					
T2.1	The Vendor must perform application testing using an industry standard and State approved testing methodology.	M	Yes	Standard	HID will perform extensive application testing during implementation using State-approved methodology. HID provide additional information on stress/load testing processes in our response to D2.3 of Section IV of this response.
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard	HID will perform stress/load testing of the NH PDMP during implementation. HID provide additional information on stress/load testing processes in our response to D2.3 of Section IV of this response.
T3 TRAINING					
T3.1	The Vendor must create training materials for Dispensers, Administrators, Physicians, and other groups of user of the application	M	Yes	Standard	HID will provide the <i>RxSentry User's Guide</i> , <i>RxSentry Dispenser's Implementation Guide</i> , <i>RxSentry Practitioner's Training Guide</i> , and <i>RxSentry Law Enforcement User Guide</i> to accompany the NH PDMP.

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T3.2	The Vendor must create on-line tutorials/training regarding data collection for a) Pharmacies and b) Practitioners that dispense.	M	Yes	Standard	HID will provide an online tutorial for dispensers. Although this feature is not provided with each RxSentry implementation, it will be included in the standard implementation and maintenance costs of the NH PDMP.
T3.3	The Vendor must create on-line tutorials/training regarding reporting of Patient information for a) Pharmacies and b) Practitioners that dispense.	M	Yes	Standard	HID will provide an online tutorial for dispensers. Although this feature is not provided with each RxSentry implementation, it will be included in the standard implementation and maintenance costs of the NH PDMP.
T3.4	The Vendor must create on-line tutorials/training for application Administrators	M	Yes	Standard	HID will provide an online tutorial for NH BOP administrators. Although this feature is not provided with each RxSentry implementation, it will be included in the standard implementation and maintenance costs of the NH PDMP.
T3.5	The Vendor must perform knowledge transfer to Administrators so they can adequately perform system maintenance/administration functions.	M	Yes	Standard	HID will adequately train NH BOP administrators on the applicable uses of RxSentry. As HID is proposing a Vendor-hosted solution, major system maintenance will be performed by HID technical

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					staff.
T3.6	The Vendor must create on-line tutorials/training for Law Enforcement Users	M	Yes	Standard	HID will provide an online tutorial for law enforcement users. Although this feature is not provided with each RxSentry implementation, it will be included in the standard implementation and maintenance costs of the NH PDMP.
T3.7	The application must contain Help features that explain/define specific fields and process flows.	M	Yes	Standard	HID provides online help features on the RxSentry uploader and Query sites.
T3.8	The vendor must provide 6 training webinars within 6 months following "go-live" for up to 60 end users	M	Yes	Standard	Training webinars will be limited to 24 users per session.

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HARDWARE REQUIREMENTS HID RESPONSE CHECKLIST

State Requirements					
Req #	Requirement Description	Criticality M-Mand D-DESIR ED	Yes	Standard	
El Equipment					
E1. 1	Vendor must to identify all equipment required to support the proposed solution	M	Yes	Standard	HID proposes a Vendor-hosted solution. Therefore, HID will be responsible for all hardware servers to support RxSentry. HID will use Dell® PowerEdge® servers to support the NH PDMP/RxSentry. Using RxSentry will require users to have a device with Internet browser access.

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<p>E1. 2</p>	<p>Vendor shall identify all 3rd party tools required to support the proposed solution and indicate if licensing costs are included in the pricing</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	<p>HID uses the following 3rd party tools to support RxSentry: Dell® PowerEdge® servers, Progress® OpenEdge® Enterprise platform, CentOS Linux with Apache HTTP Server, Vshell® Server, SonicWall® Pro Firewall, Bastille Linux Server Hardening, IPTables firewall, Pitney Bowes Centrus®, JIRA®, BitDefender, Kaspersky AV, SonicWALL Gateway Antivirus, SonicWall ViewPoint, Scrutinizer, Splunk, Open V.A.S. All third party applications used to support RxSentry are provided and used by HID and our staff. All applicable licenses of these third party tools are included in HID's system pricing. HID provides additional information on third party RxSentry tools in Section IV, D-1, Topic 1 and D.25, Topic 22 of our technical response.</p>
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HOSTING-CLOUD REQUIREMENTS

State Requirements						
Req #	Requirement Description	Criticality M-Mand D=DESIRED				
III OPERATIONS						
H1.1	System must be hosted by the Vendor	M	Yes	Standard		
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard		
H1.3	The solution must meet federal HIPAA regulatory standards. Vendors must supply in writing that their product meets the HIPAA requirements	M	Yes	Standard		HID provides language confirming compliance with all HIPAA regulatory standards in Appendix 3 of this response.
H1.4	State access will be via VPN or Internet Browser	M	Yes	Standard		
H1.5	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Yes	Standard		
H1.6	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Yes	Standard		
H1.7	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider..	M	Yes	Standard		

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H1.8	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Yes	Standard	
H1.9	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F. Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes	Standard	More than 450 sensors constantly monitor the temperature, humidity, and structural integrity of the building at Atlanta NAP, HID's premier colocation facility which will support the NH PDMP RxSentry system.
H1.10		M	Yes	Standard	
H1.11	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes	Standard	
H1.12	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Yes	Standard	
H1.13	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Yes	Standard	
H1.14	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes	Standard	

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H1.15	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	
H1.16	Vendor must monitor the application and all servers.	M	Yes	Standard	
H1.17	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes		
H1.18	Vendor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.	M	Yes	Standard	
H1.19	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	
H1.20	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.21	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	
H1.22	The Vendor shall monitor physical hardware.	M	Yes	Standard	
H1.23	The Vendor shall report any breach in security to the PMP Program Manager within 2 hrs of time that the vendor learns of occurrence.	M	Yes	Standard	
DISASTER RECOVERY					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Yes	Standard	HID provides our sample <i>HID and AtlantaNAP Disaster Recovery Plan</i> as Appendix 13 of this response.
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	

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H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Bluehost servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes	Standard	
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	Full database backups are performed nightly to the backup server located at HID's co-location center. These backups are PGP-encrypted and stored for three months.
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Yes	Standard	
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	RxSentry supports point-in-time recovery through incremental backups performed more frequently than daily. Restoration will be available from the point of the previous incremental backup.
H3 NETWORK ARCHITECTURE					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	

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H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Yes	Standard	HID provides information regarding our network redundancy in Section IV, D2.1.
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes	Standard	RxSentry exists using redundant Internet connections.
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes	Standard	
H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard	
H4 HOSTING SECURITY					
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	

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H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Yes	Standard	
H4.6	The Vendor shall notify the Executive Director of the NH Board of Pharmacy of any security breaches within 2 hrs of time vendor learns of occurrence.	M	Yes	Standard	
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes	Standard	
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	
H4.10	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes	Standard	
ISS SERVICE LEVEL AGREEMENT					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	HID's proposed support and maintenance will commence of the contract effective date and extend through the end of the initial contract term, and any negotiated extensions thereof.
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	

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H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	HID will repair or replace the hardware or software to meet the system operations as proposed in this response, including the specifications, terms, and requirements of the contract.
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST; The Vendor response time for support shall conform to the specific deficiency class as described below: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard	
H5.5		M	Yes	Standard	

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	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have tracking available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.					The HID PDMP Help Desk will be available 8:30a.m. to 5:00 p.m. Monday through Friday EST to meet the requirements of this RFP. On-call message assistance will be available to the State at all other times, with telephone response within two (2) hours of request. HID will provide support, (as needed), on-site at the hosting facility within four (4) business hours of a request for Class A Deficiencies. To meet the requirements for Class B & C Deficiencies, HID will respond within four (4) hours of notification of planned corrective action.
H5.6		M	Yes	Standard		
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard		
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard		
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard		HID will run all regularly scheduled system updates at non-peak hours. Update maintenance window will be presented to the State for approval.
H5.10	The Vendor response time for support shall conform to the specific deficiency class as described in H5.5 and H5.6	M	Yes	Standard		
H5.11	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard		

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H5.12	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Yes	Standard	
H5.13	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	
H5.14	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	HID provides information regarding our change management policy in Section IV, D.2, Topic 24 of this response.
H5.15	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
H5.16	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within thirty (30) days of release by their respective manufacturers.	M	Yes	Standard	
H5.17	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	
H5.18	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Yes	Standard	

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SUPPORT & MAINTENANCE REQUIREMENTS HID RESPONSE CHECKLIST

State Requirements						
Req #	Requirement Description	Criticality M-Mand D-DESIRED				
S1 SUPPORT & MAINTENANCE REQUIREMENTS						
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard		
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Yes	Standard		
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard		
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm-Monday thru Friday EST;	M	Yes	Standard		
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in H-5.5 and 5.6	M	Yes	Standard		
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard		

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S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.	M	Yes	Standard	
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.	M	Yes	Standard	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	
SOFTWARE SERVICES					
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract.	M	Yes	Standard	
S2.2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract.	M	Yes	Standard	

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<p>S2.3</p> <p><HID> shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	<p>HID will provide PDMMP Technical Help Desk assistance to the State Monday-Friday, 8:00 a.m. to 5p.m. ET with answering service available at other hours. To meet the warranty requirements of this response, HID will provide the State with on-call telephone assistance, including the ability for State staff to leave a message after business hours, requesting a return call response within two (2) hours of request.</p>
<p>S2.4</p> <p>Maintain a record of the activities related to warranty repair or maintenance activities performed for the State</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>S2.5</p> <p>For all Warranty Service calls, <HID> shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	<p>HID will use JIRA tracking management software to track all reported issues regarding the NH PDMMP system.</p>
<p>S2.6</p> <p>The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	



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S2.7 All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Yes	Standard	
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PROJECT MANAGEMENT HID RESPONSE CHECKLIST

State Requirements						
Req #	Requirement Description	Criticality M- Mand D=DESIRED				
P1 PROJECT MANAGEMENT						
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard		HID provides information regarding the Project Kick-Off meeting in Section IV, D.24 and in the proposed Work Plan in this response.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard		HID provides information regarding Project Staff in our response to Section VI of this response.
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard		HID provides our proposed Project Work Plan in Section IV, D2.4 of this response.
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard		HID's Project Managers will provide detailed bi-weekly status reports including expenses incurred.

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REQUIREMENT RESPONSES

<p>P1.5</p>	<p>All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. on-Line. in a searchable PDF format</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	<p>HID will provide all user documentation online in a searchable PDF format, posted on the NH PDMP public website. HID will provide NH BOP with electronic PDF copies of all project schedules, plans, status reports, and other required correspondence to be maintained as project documentation, and will store copies of these documents for future use.</p>
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HID's Project Manager and the State Project manager shall finalize the Work Plan within ten business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with HID's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of HID and State Project Managers.

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

In conjunction with HID's Project Management methodology, which shall be used to manage the Project's life cycle, the HID team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and HID team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with HID's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project.

1. ASSUMPTIONS (ADD TO/CHANGE THIS AS APPROPRIATE)

A. General

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

B. Logistics

- The HID Team shall perform this Project at State facilities at no cost to HID.
- The HID Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The HID Team shall honor all holidays observed by HID or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the HID Team, 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 consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the HID Team and shall be available when the Project begins.

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C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system 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. HID's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for HID and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- HID assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

Technical Environment and Management

- The State is responsible for providing the desktop hardware, network, and communication facilities needed to support the Project.
- The State's desktop hardware operating environment and supporting software shall meet HID certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- HID team shall use HID's RxSentry® PDMP software, Version 1.2.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- The HID Team shall lead the State with the mapping of the legacy Data to the HID applications.
- Additionally, the HID Team shall:
 1. Provide application data requirements and examples, of data mappings, conversion scripts, and data loaders. The HID Team shall identify the APIs the State should use in the design and development of the conversion.
 2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
 3. Lead the review of functional and technical Specifications.
 4. Lead the resolution of problems and issues associated with the development and Implementation of the conversions.

F. Project Schedule

- Deployment is planned to begin on Effective Date of Contract with a planned go-live date of four (4) months later..

G. Reporting

- HID shall conduct every two weeks status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training

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Please refer to Exhibit L

- HID must create training materials for Dispensers, Administrators, Physicians, and other groups of user of the application.
- HID must create on-line tutorials/training regarding data collection for a) Pharmacies and b) Practitioners that dispense.
- HID must create on-line tutorials/training regarding reporting of Patient information for a) Pharmacies and b) Practitioners that dispense.
- HID must create on-line tutorials/training for application Administrators.
- HID must perform knowledge transfer to Administrators so they can adequately perform system maintenance/administration functions.
- HID must create on-line tutorials/training for Law Enforcement Users.
- The application must contain Help features that explain/define specific fields and process flows.
- HID must provide 6 training webinars within 6 months following "go-live" for up to 60 end users.
- .

I. Performance and Security Testing

- The HID Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with HID on performance testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. HID Team Roles and Responsibilities

1) HID Team Project Executive

The HID Team's Project Executives (HID and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the HID Team Project Manager and the State's Project leadership on the best practices for implementing the HID Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) HID Team Project Manager

The HID 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 HID Implementation Team. The HID 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 Work Plan;
- Assign HID Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;

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- Define roles and responsibilities of all HID Team members;
- Provide update progress reports to the State Project Manager every two weeks;
- 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 as identified in the Implementation Plan;
- 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.

3) HID Team Analysis

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and 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.

4) HID Team Tasks

The HID team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and 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

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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 HID Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), 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 Work 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 HID team;
- Assist the HID Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work 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 HID Project Manager of any urgent issues if and when they arise; and
- Assist the HID team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is 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 SME 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;
- 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; and
- Assist in training end users in the use of the HID Software Solution and the business processes the application supports.

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3) State Technical Lead

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

-
- Assist the State and HID Team Project Managers to establish the detailed Work Plan;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan; and
- HID Represent the technical efforts of the State at Project meetings that take place every two weeks.

4)

5) 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.

3. SOFTWARE APPLICATION

Detail what software is required for the Contractor to perform the activities of the Contract.

Not Applicable

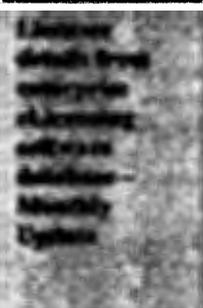
4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

Conversion	Lead Responsibility	Description
[Blurred]	HID	HID must compare a data extract from the states' enterprise eLicensing application containing all active Licensees with the DEA numbers from the Drug Enforcement Agency and populate the PMP database with all active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state prior to "go-live". Currently includes Nurse Practitioners (approximately 1726); Dentists (approximately 1108); Veterinarians (approximately 905). Note that the State of New Hampshire plans to migrate all License types into an enterprise-wide solution and over the next 36 months.

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Conversion	Lead Responsibility	Description
		Application must compare a data extract from the states' enterprise eLicensing application containing all active Licensees with the DEA numbers from the Drug Enforcement Agency on a monthly basis to determine all changes in active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state and update all changes to the PMP database (new and inactive Licensees). Note that the State of New Hampshire plans to migrate all License types into an enterprise-wide solution and over the next 36 months.
		HID must compare a data extract from the states' current five (5) MS Access databases containing all active Licensees with the DEA numbers from the Drug Enforcement Agency and populate the PMP database with all active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state prior to "go-live". Includes Physicians (approximately 6300); Physician assistants (approximately 575); Optometrists (approximately 130); Pharmacists (approximately 2600); Pharmacies in state (approximately 300); Non-Resident (approximately 500); Naturopathic Doctors (approximately 80); and Podiatrists (approximately 103).
		Application must compare a data extract from the states' current five (5) MS Access Databases application containing active Licensees with the DEA numbers from the Drug Enforcement Agency on a monthly basis to determine all changes in active prescribers and dispensers authorized to prescribe or dispense schedule II-IV controlled substances within the state and update all changes to the PMP database (new and inactive Licensees). Physicians (approximately 6300); Physician assistants (approximately 575); Optometrists (approximately 130); Pharmacists (approximately 2600); Pharmacies in state (approximately 300); Non-Resident (approximately 500); Naturopathic Doctors (approximately 80); and Podiatrists (approximately 103).

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Conversion	Lead Responsibility	Description
MS Access MS Access MS Access MS Access		HID must create data extract process that can either be automatically run or easily executed from the states' current five (5) MS Access databases containing all active Licensees for Physicians (approximately 6300); Physician assistants (approximately 575); Optometrists (approximately 130); Pharmacists (approximately 2600); Pharmacies in state (approximately 300); Non-Resident (approximately 500); Naturopathic Doctors (approximately 80); and Podiatrists (approximately 103). Note that the State of New Hampshire plans to migrate all License types into an enterprise-wide solution and over the next 36 months.

A. Conversion Testing Responsibilities

- The HID Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The HID Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The HID Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the HID Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the HID Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Not Applicable

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6. APPLICATION MODIFICATION

To more fully address the State’s requirements, the HID Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

Table 6.1: Modifications – HID Developed

Requirement	Components, if applicable	Enhancement Description
B2.1		Records relating to any individual who does not meet the level established to suggest possible drug abuse or diversion must be deleted within 6 months after the initial prescription was dispensed. All other information/records must be deleted after 3 years per RSA 318-B: 32. IV. The level established to suggest possible drug abuse or misuse is defined as Schedule II - IV controlled drugs obtained through 6 Practitioners, 6 Pharmacies, within 3 months or 100mg or greater of morphine or morphine equivalents per day.
B2.2		Category A: All records will be retained in application for the first 6 months. At six (6) months and one (1) day , all records not meeting the level established to suggest possible drug abuse or misuse must be deleted. Moving forward, the most current 6 months of data must be retained in the application using the same deletion criteria.
B2.3		Category B: All records relating to any individual who meet the level established to suggest possible drug abuse or misuse must be retained for 36 months from the most recent violation date. At thirty six (36) months and one (1) day , all records older than 36 months must be deleted. Moving forward, the most current 36 months of data must be retained in the application using the same deletion criteria.
B2.4		If Back-Up Tapes need to be used to restore data; the record deletions as defined in Requirements B2.2 and B2.3 must be performed prior to making the data available to users.

7. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract. Dates will be modified upon contract approval.

Table 7.1: High Level Preliminary NH Project Plan

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New Hampshire PDMP Project Work Plan

Note that the workplan dates will be modified once the contract is approved and in force per the schedule required.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	New Hampshire PDMP Project	84.47 days	Tue 4/1/14	Wed 7/30/14		
2	Project Management	22 days	Tue 4/1/14	Wed 4/30/14		
3	Project Initiation	6.94 days	Tue 4/1/14	Wed 4/9/14		
4	Contract execution	0 days	Tue 4/1/14	Tue 4/1/14		Kathleen S.
5	New Hampshire PDMP Introductory Meeting	1 hr	Tue 4/1/14	Tue 4/1/14	4	
6	Product Manager notifies project team via e-mail of contract award and high-level milestone dates	1 hr	Tue 4/1/14	Tue 4/1/14	5	Sheila S.
7	Business Development creates requirements spreadsheet from executed contract	3 hrs	Mon 4/7/14	Mon 4/7/14	4FS+4 days	Kathleen S.
8	Business Development delivers requirements spreadsheet to PMO	0 days	Mon 4/7/14	Mon 4/7/14	7	Kathleen S.
9	Schedule internal project requirements review meeting	1 hr	Mon 4/7/14	Mon 4/7/14	8	John F.,Robbie S.
10	Business Development creates requirements spreadsheet from executed contract	2 hrs	Mon 4/7/14	Mon 4/7/14	9	John F.,Sheila S.,Robbie S.,Brian B.
11	Business Development delivers requirements spreadsheet to PMO	0.5 hrs	Mon 4/7/14	Mon 4/7/14	10	John F.
12	Create system requirements document for review during kickoff meeting	1 hr	Mon 4/7/14	Mon 4/7/14	10	Robyn W.,Robbie S.
13	Assemble New Hampshire PDMP kickoff meeting packet	1 hr	Wed 4/9/14	Wed 4/9/14	11FS+2 days	John F.,Robbie S.,Sheila S.,Robyn W.
14	New Hampshire PDMP Kickoff meeting	1 day	Wed 4/9/14	Thu 4/10/14		
15	Perform kickoff meeting	1 day	Wed 4/9/14	Thu 4/10/14		
16	Review dispenser's guide	2 hrs	Wed 4/9/14	Thu 4/10/14	13	John F.,Sheila S.,Robbie S.,Brian B.,NH PDMP
17	Review dispenser notification letter	0.5 hrs	Thu 4/10/14	Thu 4/10/14	16	John F.,Sheila S.,Robbie S.,Brian B.,NH PDMP
18	Define go-live dates for each user site	1 hr	Thu 4/10/14	Thu 4/10/14	17	John F.,Sheila S.,Robbie S.,Brian B.,NH PDMP
19	Identify client users of HD-hosted SharePoint site	0.25 hrs	Thu 4/10/14	Thu 4/10/14	18	John F.,Sheila S.,Robbie S.,Brian B.,NH PDMP
20	Establish weekly project meeting day/time	0.25 hrs	Thu 4/10/14	Thu 4/10/14	19	John F.,Sheila S.,Robbie S.,Brian B.,NH PDMP
21	Review/validate contract requirements	4 hrs	Thu 4/10/14	Thu 4/10/14	20	John F.,Sheila S.,Robbie S.,Brian B.,NH PDMP
22	Project Planning	22 days	Tue 4/1/14	Wed 4/30/14		
23	Requirements Validation	5.47 days	Mon 4/14/14	Tue 4/22/14		
24	Update system requirements document resulting from kickoff meeting	2 hrs	Mon 4/14/14	Tue 4/15/14	15FS+2 days	Robbie S.
25	Deliver updated system requirements document to NH BOP for review	0.25 hrs	Tue 4/15/14	Tue 4/15/14	24	John F.
26	Receive feedback from NH BOP and update requirements accordingly	1 day	Thu 4/17/14	Fri 4/18/14	25FS+2 days	
27	Deliver 2nd updated version of requirements document to NH BOP	0.25 hrs	Fri 4/18/14	Fri 4/18/14	26	John F.
28	Obtain approval of validated requirements from NH BOP	1 hr	Tue 4/22/14	Tue 4/22/14	27FS+2 days	NH PDMP
29	Post validated system requirements document to SharePoint site and notify NH BOP	0.25 hrs	Tue 4/22/14	Tue 4/22/14	28	Robyn W.
30	Finalize Work Plan	8 days	Thu 4/10/14	Tue 4/22/14		
31	Update work plan	2 days	Thu 4/10/14	Mon 4/14/14	15	Robbie S.
32	Review updated work plan with PDMP project team	1 day	Mon 4/14/14	Tue 4/15/14	31	Sheila S.,John F.,Brian B.,Cliff F.,Tom B.
33	Submit work plan to NH PDMP	0 mins	Tue 4/15/14	Tue 4/15/14	32	John F.
34	Obtain work plan feedback from NH PDMP	0 days	Tue 4/22/14	Tue 4/22/14	33FS+5 days	John F.,NH PDMP
35	Update work plan as required by NH PDMP	0 days	Tue 4/22/14	Tue 4/22/14	34	Robbie S.
36	Submit updated work plan to NH PDMP	0 days	Tue 4/22/14	Tue 4/22/14	35	John F.,NH PDMP
37	Obtain approval of work plan by NH PDMP	0 hrs	Tue 4/22/14	Tue 4/22/14	36	John F.,NH PDMP
38	Post work plan to SharePoint site	0 hrs	Tue 4/22/14	Tue 4/22/14	37	Robbie S.,Robyn W.
39	Database Architecture/Design and Data Dictionary	2.53 days	Thu 4/10/14	Tue 4/15/14		
40	Update Database Architecture/Design and Data Dictionary	2 days	Thu 4/10/14	Mon 4/14/14	15	Robbie S.,Robyn W.
41	Review Database Architecture/Design and Data Dictionary	3 hrs	Mon 4/14/14	Tue 4/15/14	40	John F.
42	Quality control checkpoint - Database Architecture/Design and Data Dictionary	1 hr	Tue 4/15/14	Tue 4/15/14	41	Robyn W.
43	Post Database Architecture/Design and Data Dictionary to SharePoint site and notify NH PDMP	0.25 hrs	Tue 4/15/14	Tue 4/15/14	42	John F.,Robyn W.
44	Test Strategy and Plan	2.53 days	Tue 4/22/14	Fri 4/25/14		
45	Update Test Strategy and Plan	2 days	Tue 4/22/14	Thu 4/24/14	30	Robbie S.,Robyn W.
46	Review Test Strategy and Plan	3 hrs	Thu 4/24/14	Fri 4/25/14	45	John F.
47	Quality control checkpoint - Test Strategy and Plan	1 hr	Fri 4/25/14	Fri 4/25/14	46	Robyn W.
48	Post Test Strategy and Plan to SharePoint site and notify NH PDMP	0.25 hrs	Fri 4/25/14	Fri 4/25/14	47	Robyn W.,John F.
49	Change Management Plan	2.53 days	Tue 4/22/14	Fri 4/25/14		

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ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
50	Update change management plan	2 days	Tue 4/22/14	Thu 4/24/14	30	Robbie S., Robyn W.
51	Review change management plan	3 hrs	Thu 4/24/14	Fri 4/25/14	50	John F.
52	Quality control checkpoint - change management plan	1 hr	Fri 4/25/14	Fri 4/25/14	51	Robyn W.
53	Post change management plan to SharePoint site and notify NH PDMP	0.25 hrs	Fri 4/25/14	Fri 4/25/14	52	Robyn W., John F.
54	Issue and Risk Management Plan	2.53 days	Tue 4/22/14	Fri 4/25/14		
55	Update issue and Risk Management Plan	2 days	Tue 4/22/14	Thu 4/24/14	30	Robbie S., Robyn W.
56	Review issue and Risk Management Plan	3 hrs	Thu 4/24/14	Fri 4/25/14	55	John F.
57	Quality control checkpoint - Issue and Risk Management Plan	1 hr	Fri 4/25/14	Fri 4/25/14	56	Robyn W.
58	Post issue and Risk Management Plan to SharePoint site and notify NH PDMP	0.25 hrs	Fri 4/25/14	Fri 4/25/14	57	Robyn W., John F.
59	Project Repository	1.88 days	Thu 4/10/14	Mon 4/14/14		
60	Identify SharePoint site access requirements for NH PDMP	1 hr	Thu 4/10/14	Fri 4/11/14	15	John F., Robbie S.
61	Configure SharePoint site access for NH PDMP	1.5 days	Fri 4/11/14	Mon 4/14/14	60	Brad G.
62	Submit SharePoint site access information to NH PDMP	2 hrs	Mon 4/14/14	Mon 4/14/14	61	John F.
63	Project Controls	22 days	Tue 4/1/14	Wed 4/30/14		
64	Schedule Weekly Project Status Meetings	1 hr	Thu 4/10/14	Fri 4/11/14	14	Robbie S., NH PDMP
65	Weekly Project Status Meeting and Work Plan Update	22 days	Tue 4/1/14	Wed 4/30/14		
66	Weekly Project Status Meeting and Work Plan Update 1	1 day	Tue 4/1/14	Tue 4/1/14		
67	Weekly Project Status Meeting and Work Plan Update 2	1 day	Tue 4/1/14	Tue 4/1/14		
68	Weekly Project Status Meeting and Work Plan Update 3	1 day	Tue 4/1/14	Tue 4/1/14		
69	Weekly Project Status Meeting and Work Plan Update 4	1 day	Tue 4/1/14	Tue 4/1/14		
70	Weekly Project Status Meeting and Work Plan Update 5	1 day	Tue 4/1/14	Tue 4/1/14		
71	Weekly Project Status Meeting and Work Plan Update 6	1 day	Tue 4/1/14	Tue 4/1/14		
72	Weekly Project Status Meeting and Work Plan Update 7	1 day	Tue 4/1/14	Tue 4/1/14		
73	Weekly Project Status Meeting and Work Plan Update 8	1 day	Tue 4/1/14	Tue 4/1/14		
74	Weekly Project Status Meeting and Work Plan Update 9	1 day	Tue 4/1/14	Tue 4/1/14		
75	Weekly Project Status Meeting and Work Plan Update 10	1 day	Tue 4/1/14	Tue 4/1/14		
76	Weekly Project Status Meeting and Work Plan Update 11	1 day	Wed 4/2/14	Wed 4/2/14		
77	Weekly Project Status Meeting and Work Plan Update 12	1 day	Wed 4/9/14	Wed 4/9/14		
78	Weekly Project Status Meeting and Work Plan Update 13	1 day	Wed 4/16/14	Wed 4/16/14		
79	Weekly Project Status Meeting and Work Plan Update 14	1 day	Wed 4/23/14	Wed 4/23/14		
80	Weekly Project Status Meeting and Work Plan Update 15	1 day	Wed 4/30/14	Wed 4/30/14		
81	Pre-System Implementation Activities	10.88 days	Mon 4/7/14	Mon 4/14/14		
82	Help Desk Activities	10.88 days	Wed 4/9/14	Wed 4/23/14		
83	Establish help desk e-mail address	1 hr	Wed 4/9/14	Wed 4/9/14	4FS+6 days	Brad G., John F.
84	Establish help desk 800 number	1 hr	Wed 4/9/14	Wed 4/9/14	4FS+6 days	Brad G., John F.
85	Determine phone number configuration/scripts and deliver to IT	2 hrs	Wed 4/16/14	Wed 4/16/14	84FS+5 days	John F.
86	Create phone number configuration/scripts	4 hrs	Wed 4/23/14	Wed 4/23/14	85FS+5 days	Brad G.
87	Preliminary Site Configurations	0.38 days	Tue 4/8/14	Wed 4/9/14		
88	Upload Site	0.38 days	Tue 4/8/14	Wed 4/9/14		
89	Determine web address (https://nhpdmpreportinghidinc.com)	1 hr	Tue 4/8/14	Tue 4/8/14	10FS+1 day	John F., Robbie S.
90	Register URL for internal access	1 hr	Tue 4/8/14	Tue 4/8/14	89	Cliff F.
91	Provide IP address for upload site logon page to IT for public website	1 hr	Wed 4/9/14	Wed 4/9/14	90	Cliff F., Brad G.
92	PDMP Administrator Site	0.25 days	Tue 4/8/14	Tue 4/8/14		
93	Determine web address (https://nhpdmp-st.hidinc.com)	1 hr	Tue 4/8/14	Tue 4/8/14	10FS+1 day	John F., Robbie S.
94	Register URL for internal access	1 hr	Tue 4/8/14	Tue 4/8/14	93	Cliff F.
95	Practitioner/Pharmacist Query site	0.38 days	Tue 4/8/14	Wed 4/9/14		
96	Determine web address (https://nhpdmp-le.hidinc.com)	1 hr	Tue 4/8/14	Tue 4/8/14	10FS+1 day	John F., Robbie S.
97	Register URL for internal access	1 hr	Tue 4/8/14	Tue 4/8/14	96	Cliff F.
98	Provide IP address for practitioner/pharmacist site logon page to IT for public website	1 hr	Wed 4/9/14	Wed 4/9/14	97	Cliff F., Brad G.
99	NH Law Enforcement	0.38 days	Tue 4/8/14	Wed 4/9/14		
100	Determine web address (https://nhpdmp-dhmh.hidinc.com)	1 hr	Tue 4/8/14	Tue 4/8/14	10FS+1 day	John F., Robbie S.

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101	Register URL for internal access	1 hr	Tue 4/8/14	Tue 4/8/14	100	Cliff F.
102	Provide IP address for law enforcement logon page to IT for public website	1 hr	Wed 4/9/14	Wed 4/9/14	101	Cliff F., Brad G.
103	Public Website Activities	12.88 days	Thu 4/10/14	Tue 4/29/14		
104	Establish URL for public website	1 hr	Thu 4/10/14	Fri 4/11/14	14	John F., Robbie S.
105	Identify public website content	2 hrs	Wed 4/16/14	Wed 4/16/14	104FS+3 days	John F., Robbie S.
106	Create specifications for public website and deliver to IT	3 hrs	Mon 4/21/14	Mon 4/21/14	105FS+3 days	John F., Robbie S.
107	Create public website	4 days	Wed 4/23/14	Tue 4/29/14	106FS+2 days	Brad G.
108	Add public website link to HD intranet	1 hr	Tue 4/29/14	Tue 4/29/14	107	Brad G.
109	Dispenser Activities	19.75 days	Mon 4/7/14	Mon 5/5/14		
110	Dispenser's Implementation Guide	19.75 days	Mon 4/7/14	Mon 5/5/14		
111	Create Guide	13.83 days	Thu 4/10/14	Wed 4/30/14		
112	Identify guide content	1.33 days	Thu 4/10/14	Mon 4/14/14	15	John F., Robyn W., Robbie S.
113	Create UCF	1 day	Tue 4/15/14	Wed 4/16/14	112FS+1 day	Steve E., Robyn W.
114	1st draft prepared and delivered	3 days	Mon 4/14/14	Thu 4/17/14	112	John F., Robyn W., Robbie S.
115	1st state client review	2 days	Mon 4/21/14	Wed 4/23/14	114FS+2 days	John F.
116	2nd draft prepared and delivered	0 days	Thu 4/24/14	Thu 4/24/14	115FS+1 day	John F., Robyn W., Robbie S.
117	2nd state client review	2 days	Mon 4/28/14	Wed 4/30/14	116FS+2 days	John F.
118	State client approval obtained	0 hrs	Wed 4/30/14	Wed 4/30/14	117	John F.
119	Dispenser's implementation guide posted to public website	0.5 hrs	Wed 4/30/14	Wed 4/30/14	118	Brad G.
120	Dispenser's implementation guide posted to SharePoint site	0.5 hrs	Wed 4/30/14	Wed 4/30/14	118	Robyn W.
121	FAQs excerpted from dispenser's implementation guide created and delivered to	4 hrs	Wed 4/30/14	Wed 4/30/14	118	Robyn W.
122	Dispenser Notification Letter	19.75 days	Mon 4/7/14	Mon 5/5/14		
123	Create Dispenser Notification Letter	11.52 days	Mon 4/7/14	Wed 4/23/14		
124	1st draft prepared for review at client kickoff meeting	0 days	Mon 4/7/14	Tue 4/8/14	10	John F., Robyn W., Robbie S.
125	1st state client review comments received	0 hrs	Mon 4/21/14	Mon 4/21/14	125FS+7 days	
126	2nd draft prepared and delivered to state client	0 hrs	Mon 4/21/14	Tue 4/22/14	125	John F., Robyn W., Robbie S.
127	2nd state client review and approval	0 days	Wed 4/23/14	Wed 4/23/14	126FS+1 day	
128	Mail Dispenser Notification Letter	7.75 days	Wed 4/23/14	Mon 5/5/14		
129	Request dispensing practitioner and pharmacy CDS permit holders data files for mailing purposes	2 days	Wed 4/23/14	Fri 4/25/14	10FS+12 days	
130	Validate contents of dispensing practitioner and pharmacy CDS permit holder	1 day	Wed 4/30/14	Thu 5/1/14	129FS+3 days	Sheila S.
131	HID delivers validated data files and approved notification letter to printer	3 hrs	Thu 5/1/14	Fri 5/2/14	127,130	Sheila S.
132	HID mails dispenser notification letter	3 hrs	Mon 5/5/14	Mon 5/5/14	131FS+1 day	Sheila S.
133	System Implementation	79.47 days	Tue 4/1/14	Wed 7/23/14		
134	Infrastructure	19.69 days	Wed 4/2/14	Tue 4/29/14		
135	Co-location Facility Activities	12.38 days	Wed 4/2/14	Fri 4/18/14		
136	Test Environment Configuration and Deployment	11.88 days	Wed 4/2/14	Thu 4/17/14		
137	Specify hardware/software configuration	1 hr	Wed 4/2/14	Wed 4/2/14	4FS+1 day	Cliff F., Brian B.
138	Procure and receive hardware	5 days	Fri 4/4/14	Fri 4/11/14	137FS+2 days	
139	Deliver hardware to data facility	0.5 days	Tue 4/15/14	Tue 4/15/14	138FS+2 days	Desmond A., Cliff F.
140	Configure network equipment and security policies	2 hrs	Thu 4/17/14	Thu 4/17/14	139FS+2 days	Desmond A., Cliff F.
141	Production Environment Configuration and Deployment	12.38 days	Wed 4/2/14	Fri 4/18/14		
142	Specify hardware/software configuration	1 hr	Wed 4/2/14	Wed 4/2/14	4FS+1 day	Cliff F., Brian B.
143	Procure and receive hardware	5 days	Fri 4/4/14	Fri 4/11/14	142FS+2 days	
144	Deliver hardware to data facility	1 day	Tue 4/15/14	Wed 4/16/14	143FS+2 days	Desmond A., Cliff F.
145	Configure network equipment and security policies	2 hrs	Fri 4/18/14	Fri 4/18/14	144FS+2 days	Desmond A., Cliff F.
146	Server Configuration Activities	18.69 days	Thu 4/3/14	Tue 4/29/14		
147	Configure Upload Server	4.88 days	Thu 4/3/14	Wed 4/9/14		
148	Create and configure new account group	1 hr	Thu 4/3/14	Thu 4/3/14	4FS+2 days	Desmond A.
149	Configure SFTP access for group	1 hr	Thu 4/3/14	Thu 4/3/14	148	Desmond A.
150	Configure CGI, BIN, and LD1 directories	1 hr	Thu 4/3/14	Thu 4/3/14	149	Desmond A.

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151	Create and configure test database	1 hr	Thu 4/3/14	Thu 4/3/14	150	Desmond A.
152	Create and configure production database	0 hrs	Thu 4/3/14	Thu 4/3/14	151	Desmond A.
153	Configure HTML directory	30 mins	Thu 4/3/14	Thu 4/3/14	152	Desmond A.
154	Configure Apache for group	0 mins	Thu 4/3/14	Thu 4/3/14	153	Desmond A.
155	Install LDAP	0 hrs	Thu 4/3/14	Thu 4/3/14	154	Desmond A.
156	Configure LDAP	0 hrs	Thu 4/3/14	Thu 4/3/14	155	Desmond A.
157	Configure Blue Diamond script for group	1 hr	Fri 4/4/14	Fri 4/4/14	156	Desmond A.
158	Perform configuration testing for each Upload instance	5 hrs	Fri 4/4/14	Fri 4/4/14	157	Cliff F.
159	Corrective action for configuration issues	1 day	Fri 4/4/14	Mon 4/7/14	158	Cliff F., Desmond A.
160	Configure backup package	4 hrs	Mon 4/7/14	Tue 4/8/14	159	Desmond A.
161	Perform backup on each Upload database	5 hrs	Tue 4/8/14	Tue 4/8/14	160	Desmond A.
162	Configure data transfer package to synchronize user accounts	8 hrs	Tue 4/8/14	Wed 4/9/14	161	Desmond A.
163	Configure State Server	4.08 days	Tue 4/22/14	Mon 4/28/14		
164	Install operating system	2 hrs	Tue 4/22/14	Tue 4/22/14	141FS+2 days	Cliff F., Desmond A.
165	Configure operating system	2 hrs	Tue 4/22/14	Tue 4/22/14	164	Cliff F., Desmond A.
166	Post install configuration	1.44 days	Tue 4/22/14	Thu 4/24/14		
167	Configure RAID	30 mins	Tue 4/22/14	Tue 4/22/14	165	Desmond A. (200%)
168	Configure Sudo	30 mins	Tue 4/22/14	Tue 4/22/14	167	Desmond A.
169	Configure PDMF user groups	30 mins	Wed 4/23/14	Wed 4/23/14	168	Desmond A.
170	Configure SendMail	30 mins	Wed 4/23/14	Wed 4/23/14	169	Desmond A.
171	Configure host file entry on DNS	30 mins	Wed 4/23/14	Wed 4/23/14	170	Desmond A.
172	Configure Mutt	30 mins	Wed 4/23/14	Wed 4/23/14	171	Desmond A.
173	Configure backup mount	30 mins	Wed 4/23/14	Wed 4/23/14	172	Desmond A.
174	Configure Webmin for HTTPS	30 mins	Wed 4/23/14	Wed 4/23/14	173	Desmond A.
175	Configure Startup service	30 mins	Wed 4/23/14	Wed 4/23/14	174	Desmond A.
176	Configure SSH	30 mins	Wed 4/23/14	Wed 4/23/14	175	Desmond A.
177	Configure NTP	30 mins	Wed 4/23/14	Wed 4/23/14	176	Desmond A.
178	Configure Apache	30 mins	Wed 4/23/14	Wed 4/23/14	177	Desmond A.
179	Configure SSL	30 mins	Wed 4/23/14	Wed 4/23/14	178	Desmond A.
180	Configure Bin directory for local OS users	30 mins	Wed 4/23/14	Wed 4/23/14	179	Desmond A.
181	Configure LDAP	30 mins	Wed 4/23/14	Wed 4/23/14	180	Desmond A.
182	Perform configuration testing for database server post install tasks	4 hrs	Wed 4/23/14	Thu 4/24/14	181	Cliff F.
183	Install Progress	1 hr	Thu 4/24/14	Thu 4/24/14	166	Desmond A.
184	Post database install configuration	1 day	Thu 4/24/14	Fri 4/25/14		
185	Configure Progress user directories	1 hr	Thu 4/24/14	Thu 4/24/14	183	Desmond A.
186	Configure both databases mount from production instance	1 hr	Thu 4/24/14	Thu 4/24/14	185	Desmond A.
187	Configure directory structure	1 hr	Thu 4/24/14	Thu 4/24/14	186	Desmond A.
188	Copy main files from master site	1 hr	Thu 4/24/14	Thu 4/24/14	187	Desmond A.
189	Perform configuration testing for each post database install	4 hrs	Thu 4/24/14	Fri 4/25/14	188	Cliff F.
190	RaSentry External Components Configuration	1 day	Fri 4/25/14	Mon 4/28/14		
191	Add external firewall rules for Upload communication	30 mins	Fri 4/25/14	Fri 4/25/14	184	Desmond A.
192	Configure PDF-Fix	30 mins	Fri 4/25/14	Fri 4/25/14	191	Desmond A.
193	Configure CGI directory	30 mins	Fri 4/25/14	Fri 4/25/14	192	Desmond A.
194	Configure host file and user profile	30 mins	Fri 4/25/14	Fri 4/25/14	193	Desmond A.
195	Create and configure the developer MOT	30 mins	Fri 4/25/14	Fri 4/25/14	194	Desmond A.
196	Configure Setdbfunction	30 mins	Fri 4/25/14	Fri 4/25/14	195	Desmond A.
197	Configure RaSentry main page displays	30 mins	Fri 4/25/14	Fri 4/25/14	196	Desmond A.
198	Configure backup programs to use Bin directory of local user	30 mins	Fri 4/25/14	Fri 4/25/14	197	Desmond A.
199	Configure PEARL-Fix and Veno diagram/graph fix	60 mins	Fri 4/25/14	Mon 4/28/14	198	Desmond A.
200	Perform configuration testing for RaSentry application	2 hrs	Mon 4/28/14	Mon 4/28/14	199	Cliff F.

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201	Corrective action for configuration issues	1 hr	Mon 4/28/14	Mon 4/28/14	200	Clif F.,Desmond A.
202	Configure Query Server	11 days	Wed 4/9/14	Thu 4/24/14		
203	Add external firewall rules	30 mins	Wed 4/9/14	Wed 4/9/14	147	Desmond A.
204	Configure CGI directory	1 hr	Wed 4/9/14	Thu 4/10/14	203	Desmond A.
205	Create and configure test database	1 hr	Thu 4/10/14	Thu 4/10/14	204	Desmond A.
206	Create and configure production database	1 hr	Thu 4/10/14	Thu 4/10/14	205	Desmond A.
207	Configure HTML directory	30 mins	Thu 4/10/14	Thu 4/10/14	206	Desmond A.
208	Configure Apache for group	30 mins	Thu 4/10/14	Thu 4/10/14	207	Desmond A.
209	Perform configuration testing for each query instance	2.5 hrs	Thu 4/10/14	Thu 4/10/14	208	Clif F.
210	Corrective action for configuration issues	1 hr	Thu 4/24/14	Thu 4/24/14	209FS+10 days	Clif F.,Desmond A.
211	Configure Failover State Server	1.25 days	Mon 4/28/14	Tue 4/29/14		
212	Transfer copy of production system to failover	6 hrs	Mon 4/28/14	Tue 4/29/14	163	Desmond A.
213	Perform configuration testing for post installation tasks and ReEntry application	2 hrs	Tue 4/29/14	Tue 4/29/14	212	Clif F.
214	Corrective action for configuration issues	2 hrs	Tue 4/29/14	Tue 4/29/14	213	Clif F.,Desmond A.
215	Application Configuration	63.69 days	Wed 4/9/14	Thu 7/10/14		
216	Upload Site Base Configuration and Customization	26.13 days	Wed 4/9/14	Thu 5/15/14		
217	Configure Base Upload Site	10 days	Wed 4/9/14	Wed 4/23/14		
218	Install and configure base upload system for account registration and data upload	10 days	Wed 4/9/14	Wed 4/23/14	147	Tom B.
219	Customize Upload Site	10 days	Wed 4/23/14	Wed 5/7/14		
220	Add client-specific customizations to upload site application	10 days	Wed 4/23/14	Wed 5/7/14	217	Tom B.
221	Unit Testing for Upload Site	6.13 days	Wed 5/7/14	Thu 5/15/14		
222	Perform upload site unit testing	3 days	Wed 5/7/14	Mon 5/12/14	220	Tom B.
223	Perform issue resolution	3 days	Mon 5/12/14	Thu 5/15/14	222	Tom B.
224	Provide URL/testing information via ClockingIt task	1 hr	Thu 5/15/14	Thu 5/15/14	223	Tom B.
225	PDMP Administrator Site Configuration for File Processing/Edit Reports	2.75 days	Mon 4/28/14	Thu 5/1/14		
226	Add "Import New Batches"	2 hrs	Mon 4/28/14	Mon 4/28/14	163	Tom B.
227	Add "Enter UCFs/Faxed Forms"	2 hrs	Mon 4/28/14	Mon 4/28/14	226	Tom B.
228	Run pdaddmany script; add to cron job schedule (creates sFTP accts for uploader accounts)	1 hr	Mon 4/28/14	Tue 4/29/14	227	Clif F.
229	Perform PDMP administrator site unit testing	1 day	Tue 4/29/14	Wed 4/30/14	228	Tom B.
230	Perform issue resolution	1 day	Wed 4/30/14	Thu 5/1/14	229	Tom B.
231	Provide URL/testing information via ClockingIt task	1 hr	Thu 5/1/14	Thu 5/1/14	230	Tom B.
232	PDMP Administrator Site Integration Testing (NH PDMP Threshold)	10 days	Thu 5/1/14	Thu 5/15/14		
233	Create Threshold Code	5 days	Thu 5/1/14	Thu 5/8/14		
234	Design threshold code	1 day	Thu 5/1/14	Fri 5/2/14	225	Brian B.,Robbie S.
235	Configure threshold code	2 days	Fri 5/2/14	Tue 5/6/14	234	Brian B.
236	Test threshold code	1 day	Tue 5/6/14	Wed 5/7/14	235	Brian B.,Robbie S.
237	Perform corrective action from testing	1 day	Wed 5/7/14	Thu 5/8/14	236	Brian B.
238	Test Threshold Code	5 days	Thu 5/8/14	Thu 5/15/14		
239	Create Threshold test cases	1 day	Thu 5/8/14	Fri 5/9/14	233	Brian B.,Robbie S.
240	Execute threshold test cases	1 day	Fri 5/9/14	Mon 5/12/14	239	Brian B.
241	Review threshold test results	1 day	Mon 5/12/14	Tue 5/13/14	240	Brian B.,Robbie S.
242	Perform corrective action test cases and re-test	2 days	Tue 5/13/14	Thu 5/15/14	241	Brian B.
243	Practitioner/Pharmacist Site	14.13 days	Fri 5/16/14	Fri 6/6/14		
244	Configure Base Practitioner/Pharmacist Site	3 days	Fri 5/16/14	Tue 5/20/14		
245	Install and configure base Practitioner/Pharmacist Site	3 days	Fri 5/16/14	Tue 5/20/14	216	Tom B.
246	Customize Practitioner/Pharmacist Site	9 days	Wed 5/21/14	Tue 6/3/14		
247	Add client-specific customizations to Practitioner/Pharmacist Site application	9 days	Wed 5/21/14	Tue 6/3/14	244	Tom B.
248	Unit Testing for Practitioner/Pharmacist Site	2.13 days	Wed 6/4/14	Fri 6/6/14		
249	Perform pilot Practitioner site unit testing	1 day	Wed 6/4/14	Wed 6/4/14	246	Tom B.
250	Perform issue resolution	1 day	Thu 6/5/14	Thu 6/5/14	249	Tom B.

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251	Provide URL/testing information via Clockingit task	1 hr	Fri 6/6/14	Fri 6/6/14	250	Tom B.
252	PDMP Administrator Site	24.25 days	Thu 5/15/14	Thu 6/19/14		
253	Configure Base PDMP Administrator Site	8 days	Thu 5/15/14	Wed 5/28/14		
254	Install and configure base PDMP administrator site application	8 days	Thu 5/15/14	Wed 5/28/14	232	Tom B.
255	Customize PDMP Administrator Site	12 days	Wed 5/28/14	Fri 6/13/14		
256	Add client-specific customizations to PDMP administrator site application	12 days	Wed 5/28/14	Fri 6/13/14	253	Tom B.
257	Unit Testing for Law Enforcement Site	4.25 days	Fri 6/13/14	Thu 6/19/14		
258	Perform PDMP administrator site unit testing	2 days	Fri 6/13/14	Tue 6/17/14	255	Tom B.
259	Perform issue resolution	2 days	Tue 6/17/14	Thu 6/19/14	258	Tom B.
260	Provide URL/testing information	2 hrs	Thu 6/19/14	Thu 6/19/14	259	Tom B.
261	Law Enforcement Site Base Configuration and Customization	14.13 days	Thu 6/19/14	Thu 7/10/14		
262	Configure Base Law Enforcement Site	4 days	Thu 6/19/14	Wed 6/25/14		
263	Install and configure base law enforcement site application	4 days	Thu 6/19/14	Wed 6/25/14	252	Tom B.
264	Customize Law Enforcement Site	8 days	Wed 6/25/14	Tue 7/8/14		
265	Add client-specific customization to law enforcement site application	8 days	Wed 6/25/14	Tue 7/8/14	263	Tom B.
266	Unit Testing for Law Enforcement Site	2.13 days	Tue 7/8/14	Thu 7/10/14		
267	Perform law enforcement site unit testing	1 day	Tue 7/8/14	Wed 7/9/14	265	Tom B.
268	Perform issue resolution	1 day	Wed 7/9/14	Thu 7/10/14	267	Tom B.
269	Provide URL/testing information via Clockingit task	1 hr	Thu 7/10/14	Thu 7/10/14	268	Tom B.
270	ReEntry Functional Testing (RFD)	42.56 days	Fri 5/16/14	Thu 7/17/14		
271	Upload site	4 days	Fri 5/16/14	Wed 5/21/14		
272	Create test cases for the upload site	2 days	Fri 5/16/14	Mon 5/19/14	216	Alicia H.
273	Execute test cases for the upload site	2 days	Tue 5/20/14	Wed 5/21/14	272	Alicia H.
274	Corrective actions and retest of issues on upload site	0 days	Wed 5/21/14	Wed 5/21/14	273	Alicia H., Tom B.
275	Practitioner/Pharmacist Site	5 days	Fri 6/6/14	Fri 6/13/14		
276	Create test cases for Practitioner/Pharmacist Site	2 days	Fri 6/6/14	Tue 6/10/14	243	Alicia H.
277	Execute test cases for Practitioner/Pharmacist Site	2 days	Tue 6/10/14	Thu 6/12/14	276	Alicia H.
278	Corrective actions and retest of issues	1 day	Thu 6/12/14	Fri 6/13/14	277	Alicia H., Tom B.
279	PDMP Administrator Site	9 days	Thu 6/13/14	Wed 7/2/14		
280	Create test cases for the PDMP administrator site	2 days	Thu 6/13/14	Mon 6/23/14	252	Alicia H.
281	Execute test cases for the PDMP administrator site	5 days	Mon 6/23/14	Mon 6/30/14	280	Alicia H.
282	Corrective actions and retest of issues	2 days	Mon 6/30/14	Wed 7/2/14	281	Alicia H., Tom B.
283	Law Enforcement Site	5 days	Thu 7/10/14	Thu 7/17/14		
284	Create test cases for the law enforcement site	2 days	Thu 7/10/14	Mon 7/14/14	261	Alicia H.
285	Execute test cases for the law enforcement site	2 days	Mon 7/14/14	Wed 7/16/14	284	Alicia H.
286	Corrective actions and retest of issues	1 day	Wed 7/16/14	Thu 7/17/14	285	Alicia H., Tom B.
287	User Acceptance Testing (UAT; NH)	41.56 days	Thu 5/22/14	Tue 7/22/14		
288	Upload site	2 days	Thu 5/22/14	Fri 5/23/14		
289	Execute test cases for the upload site	1 day	Thu 5/22/14	Thu 5/22/14	271	NH PDMP
290	Corrective actions and retest of issues on upload site	1 day	Fri 5/23/14	Fri 5/23/14	289	NH PDMP
291	Practitioner/Pharmacist Site	3 days	Fri 6/13/14	Wed 6/18/14		
292	Execute test cases for Practitioner/Pharmacist Site	2 days	Fri 6/13/14	Tue 6/17/14	275	NH PDMP
293	Corrective actions and retest of issues	1 day	Tue 6/17/14	Wed 6/18/14	292	NH PDMP
294	PDMP Administrator Site	4 days	Wed 7/2/14	Wed 7/9/14		
295	Execute test cases for the PDMP administrator site	3 days	Wed 7/2/14	Tue 7/8/14	279	NH PDMP
296	Corrective actions and retest of issues	1 day	Tue 7/8/14	Wed 7/9/14	295	NH PDMP
297	Law Enforcement Site	3 days	Thu 7/17/14	Tue 7/22/14		
298	Execute test cases for the law enforcement site	2 days	Thu 7/17/14	Mon 7/21/14	283	NH PDMP
299	Corrective actions and retest of issues	1 day	Mon 7/21/14	Tue 7/22/14	298	NH PDMP
300	Documentation	34.03 days	Tue 4/1/14	Mon 5/19/14		
301	User Documentation	34.03 days	Tue 4/1/14	Mon 5/19/14		

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ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
302	PDMP Administrator User's Guide	34.03 days	Tue 4/1/14	Mon 5/19/14		
303	1st draft prepared and delivered	8 days	Tue 4/1/14	Thu 4/10/14		John F.,Robbie S.,Robyn W.,Steve E.
304	1st state client review	10 days	Fri 4/11/14	Thu 4/24/14	303	John F.,NH PDMP
305	2nd draft prepared and delivered	7 days	Fri 4/25/14	Mon 5/5/14	304	John F.,Robbie S.,Robyn W.,Steve E.
306	2nd state client review	7 days	Tue 5/6/14	Wed 5/14/14	305	John F.,NH PDMP
307	State client approval obtained	0.25 hrs	Fri 5/16/14	Fri 5/16/14	306FS+1 day	John F.,NH PDMP
308	PDMP Administrator/Staff User's Guide delivered to state client	1 hr	Fri 5/16/14	Fri 5/16/14	307	Robyn W.,John F.
309	PDMP Administrator/Staff site online help generated and delivered to developm	8 hrs	Fri 5/16/14	Mon 5/19/14	307	Robyn W.
310	Practitioner's Guide	16.16 days	Tue 4/1/14	Wed 4/23/14		
311	1st draft prepared and delivered	5 days	Tue 4/1/14	Mon 4/7/14		John F.,Robbie S.,Robyn W.,Steve E.
312	1st state client review	5 days	Tue 4/8/14	Mon 4/14/14	311	John F.,NH PDMP
313	2nd draft prepared and delivered	2 days	Tue 4/15/14	Wed 4/16/14	312	John F.,Robbie S.,Robyn W.,Steve E.
314	2nd state client review	2 days	Thu 4/17/14	Fri 4/18/14	313	John F.,NH PDMP
315	State client approval obtained	0.25 hrs	Tue 4/22/14	Tue 4/22/14	314FS+1 day	John F.,NH PDMP
316	Practitioner's site online help generated and delivered to development	1 day	Tue 4/22/14	Wed 4/23/14	315	Robyn W.
317	Practitioner's Guide posted to public website	1 hr	Wed 4/23/14	Wed 4/23/14	316	Robyn W.,Brad G.,Robbie S.
318	Law Enforcement User's Guide	16.38 days	Tue 4/1/14	Wed 4/23/14		
319	1st draft prepared and delivered	5 days	Tue 4/1/14	Mon 4/7/14		John F.,Robbie S.,Robyn W.,Steve E.
320	1st state client review	5 days	Tue 4/8/14	Mon 4/14/14	319	John F.,NH PDMP
321	2nd draft prepared and delivered	2 days	Tue 4/15/14	Wed 4/16/14	320	John F.,Robbie S.,Robyn W.,Steve E.
322	2nd state client review	2 days	Thu 4/17/14	Fri 4/18/14	321	John F.,NH PDMP
323	State client approval obtained	0.25 days	Tue 4/22/14	Tue 4/22/14	322FS+1 day	John F.,NH PDMP
324	Law enforcement site online help generated and delivered to development	1 day	Tue 4/22/14	Wed 4/23/14	323	Robyn W.
325	Law Enforcement User's Guide posted to public website	1 hr	Wed 4/23/14	Wed 4/23/14	324	Robyn W.,Brad G.,Robbie S.
326	Application Readiness	40.47 days	Tue 5/27/14	Wed 7/23/14		
327	Upload Site Go-Live	0.91 days	Tue 5/27/14	Tue 5/27/14		
328	Schedule and conduct go-live readiness assessment meeting with NH BOP	1 hr	Tue 5/27/14	Tue 5/27/14	288	John F.,Robbie S.,Sheila S.,NH PDMP
329	Prepare production upload site for launch	5 hrs	Tue 5/27/14	Tue 5/27/14	328	Tom B.
330	Register upload site URL for external access	1 hr	Tue 5/27/14	Tue 5/27/14	329	Cliff F.
331	Go-live with upload site	0.25 hrs	Tue 5/27/14	Tue 5/27/14	330	
332	PDMP Administrator Site Go-Live	0.88 days	Wed 7/9/14	Thu 7/10/14		
333	Schedule and conduct go-live readiness assessment meeting with NH BOP	0.75 hrs	Wed 7/9/14	Wed 7/9/14	294	John F.,Robbie S.,Sheila S.,NH PDMP
334	Prepare production staff site for launch	5 hrs	Wed 7/9/14	Thu 7/10/14	333	Tom B.
335	Register PDMP administrator site URL for external access	1 hr	Thu 7/10/14	Thu 7/10/14	334	Cliff F.
336	Go-live with PDMP administrator/staff site	0.25 hrs	Thu 7/10/14	Thu 7/10/14	335	
337	Practitioner/Pharmacist Site Go-Live	0.91 days	Wed 6/18/14	Thu 6/19/14		
338	Schedule and conduct go-live readiness assessment meeting with NH BOP	1 hr	Wed 6/18/14	Wed 6/18/14	291	John F.,Robbie S.,Sheila S.,NH PDMP
339	Prepare pilot query site for launch	5 hrs	Wed 6/18/14	Wed 6/18/14	338	Tom B.
340	Register pilot query site URL for external access	1 hr	Wed 6/18/14	Wed 6/18/14	339	Cliff F.
341	Go-live with pilot query site	0.25 hrs	Thu 6/19/14	Thu 6/19/14	340	
342	Law Enforcement Site Go-Live	0.91 days	Tue 7/22/14	Wed 7/23/14		
343	Schedule and conduct go-live readiness assessment meeting with NH BOP	1 hr	Tue 7/22/14	Tue 7/22/14	297	John F.,Robbie S.,Sheila S.,NH PDMP
344	Prepare production law enforcement site for launch	5 hrs	Tue 7/22/14	Wed 7/23/14	343	Tom B.
345	Register law enforcement site URL for external access	1 hr	Wed 7/23/14	Wed 7/23/14	344	Cliff F.
346	Go-live with law enforcement site	0.25 hrs	Wed 7/23/14	Wed 7/23/14	345	
347	Training	2 days	Mon 7/21/14	Wed 7/23/14		
348	Onsite PDMP Administrator staff training	2 days	Mon 7/21/14	Wed 7/23/14	332FS+7 days	John F.,Steve E.,NH PDMP
349	New Hampshire PDMP Exit Meeting	1 hr	Wed 7/30/14	Wed 7/30/14	348FS+5 days	

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EXHIBIT I
WORK PLAN

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CONTRACT 2014-042 -PART 3
EXHIBIT J
SOFTWARE LICENSE**

1. LICENSE GRANT

HID hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

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

3. RESTRICTIONS

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

- a. Remove or modify any program markings or any notice of HID'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.

4. TITLE

HID must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

5. THIRD PARTY

HID shall identify all third party contracts to be provided under the Contract with HID's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

6. VIRUSES

HID 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.

As a part of its internal development process, HID will use reasonable efforts to test the Software for viruses. HID 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, HID shall provide a master copy for comparison with and correction of the State's copy of the Software.

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SOFTWARE LICENSE**

7. SOFTWARE ESCROW

- 7.1 HID represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") have been deposited in an escrow account maintained at EscrowTech International, Inc. (the "Escrow Agent") as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the Software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). HID shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.
- 7.2 HID agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, HID shall provide the State with written verification that the Software has been deposited with the Escrow Agent.
- 7.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):
- (a) HID has made an assignment for the benefit of creditors;
 - (b) HID institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
 - (c) A receiver or similar officer has been appointed to take charge of all or part of HID's assets;
 - (d) HID terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
 - (e) HID defaults under the Contract; or
 - (f) HID ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.
- 7.4 In the event that Deposit Materials are released from escrow to the State, HID hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of HID's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.
- 7.5 HID agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 Services

HID warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

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

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

1.3 Non-Infringement

HID warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") 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.

1.4 Viruses; Destructive Programming

HID warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

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

1.6 Services

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

2. WARRANTY SERVICES

HID agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- c. HID shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Service calls, HID shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
- g. HID must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by HID no later than five (5) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

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

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare HID in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for Ninety (90) days.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, HID shall correct the Deficiency, and a new thirty (30) Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) consecutive calendar days.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

2014-042 Exhibit K-Warranties and Warranty Services

Initial All Pages:

Contractor's initials: ND

Exhibit K

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EXHIBIT L
TRAINING SERVICES

HID shall provide the following Training Services.

HID will provide user training and support to all users of the PDMP.

Training for State Staff

HID will provide two (2) days of onsite, instructor led training for State staff.

The staff training guide used during the training sessions will provide information about key features of RxSentry and serve as a step-by-step guide for the most commonly-used administrative RxSentry functions, such as:

- Logging on to RxSentry (Accessing the system and its contents)
- Understanding security roles and permissions
- Security and confidentiality issues
- Entering data into the system
- Creating queries
- Generating reports and letters
- Viewing drug profiles
- Performing searches for pharmacies, prescribers, and recipients of controlled substance recipients
- Understanding “clustering” and data normalization methods
- Understanding data file formatting and uploading by dispensers
- Validation and quality transmissions and correcting errors

The training sessions will also be supported by the *RxSentry User’s Guide*. This document will serve as a procedural guide and reference for the NH PDMP system. It is intended for all personnel—end users, advanced users, and system operators—and is designed to supplement the customized training sessions received from HID. The user’s guide will be customized to reflect the New Hampshire PDMP system and the protocols and policies of the NH BOP, and it will be updated accordingly as changes are made to the system. Additionally, help desk support throughout the life of the contract will ensure that assistance with RxSentry system functionality is available.

The training program will use the following format:

Content - A staff training guide, (provided by HID), which will be used to train NH BOP staff on the most commonly-used features of the RxSentry PDMP. This guide will be customized to target the specific training needs of NH BOP.

Evaluation - HID collects feedback regarding the training sessions using a training evaluation form that is distributed to each training attendee at the conclusion of the training session. The feedback is used to fine-tune subsequent training. To date, HID has received excellent feedback on the quality and content of the on-site training sessions.

Duration - Typically eight (8) hours per day.

Location of training - NH BOP office or other site designated by the NH BOP.

An excerpted *RxSentry User’s Guide* is provided as Appendix 6. HID will also be responsible for “train-the-trainer” training and will provide additional optional training if necessary.

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TRAINING SERVICES**

Training for Dispensers and Data Requesters

Upon contract award, HID will provide training guides for the purpose of orienting dispensers and data requesters to the RxSentry application. These guides will be made available within RxSentry and on the Web site HID will host for the State. They will be updated and reposted accordingly as changes are made to the system.

The guide specifically designed for dispensers (*RxSentry Dispenser's Implementation Guide*) includes such topics as:

- Creating an upload account
- Formatting files for upload
- Selecting and employing a file upload method
- Verifying file upload success
- Correcting upload errors

The guide specifically designed for data requesters includes such topics as:

- Developing queries
- Running standard reports
- Creating ad hoc reports

A sample RxSentry Dispenser's Implementation Guide is provided as Appendix 7.

Training for Practitioners

Upon contract award, HID will provide online training guides for the purpose of orienting practitioners to the querying and reporting capabilities within the RxSentry application. This guide will be made available within RxSentry and on the website HID will host for the State. It will be updated and reposted accordingly as changes are made to the system.

The guide specifically designed for practitioners (*RxSentry Practitioner's Training Guide*) includes such topics as:

- Developing queries
- Running standard reports
- Creating ad hoc reports

A sample *RxSentry Practitioner's Training Guide* is provided as Appendix 8.

The guide specifically designed for practitioners (*RxSentry Training Guide for Law Enforcement Users*) includes such topics as:

Continuing Education

HID strongly encourages its PDMP clients to participate in continuing education efforts organized by the Alliance for States with Prescription Monitoring Programs and the National Association of State Controlled Substances Authorities (NASCSA).

Additionally, HID provides significant web-based continuing education with our clients. HID has found that individual sessions have provided a greater benefit to our clients than other approaches because each PDMP is customized to fit each client's program needs, State laws, and program goals. HID will provide six (6) training

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TRAINING SERVICES**

webinars within six (6) months following “go-live” for up to 60 end users as requested in the requirements of this RFP. Each training webinar will be limited to 24 users.

Client Meetings

HID provides annual client meetings for all PDMP clients. Clients are able to share success stories and funding strategies, learn about future developments, and speak to HID PDMP managers and developers about concerns or ideas. Client feedback questionnaires resulted in excellent marks validating the success of these meetings

Support

HID’s clinical professionals—pharmacists, physicians, and nurses—know the industry, our products, and their needs for learning how to work within RxSentry. They have helped develop RxSentry from the beginning and bring a sound understanding of the workflow and environments of healthcare providers in the community. With their assistance, HID has developed training materials that establish best practices when training the major users for our system: State staff, practitioners, dispensers, data requesters, and law enforcement agencies.

The feedback received during training sessions allows HID training staff the ability to further refine the materials to address any gaps perceived in user learning. HID’s Help Desk also assists in identifying potential issues. HID’s PDMP help desk staff will record all phone calls and e-mailed questions creating a log of user needs that are constantly evaluated against training and user guides. Because HID’s technical writing team and the training staff work together closely, these issues can be addressed in updated iterations of the online training and user guides in a timely manner.

HID provides onsite instructor led training for State staff during implementation. After successfully training staff for PDMP implementation in 23 States, HID finds that onsite instructor led training leads to active learning through classroom style participation. Active learning empowers learners and assists in creating a strong support system for staff as they are able to receive direct attention to their questions, receive immediate answers, and evaluate their learning through the training process.

If necessary, HID will provide web based training after implementation. Web based training can assist in solidifying knowledge after onsite instructor led training and assist users in supplementing their learning or educate themselves to updates in the RxSentry programing.

Online training guides for the purpose of orienting practitioners to the querying and reporting capabilities within the RxSentry application are provided to dispensers, data requesters, practitioners, and law enforcement agencies. The training guides provide users with refined and easy-to-use instructions to understand the software and its use. HID will also provide web based training materials for these user groups if necessary.

HID collects feedback regarding the training sessions using a training evaluation form that is distributed to each training attendee at the conclusion of the training session. The feedback is used to fine-tune subsequent training. To date, HID has received excellent feedback on the quality and content of the on-site training sessions.

Additionally, HID’s PDMP Help Desk will provide support 8:00 a.m. to 5:00 p.m. ET, Monday through Friday except State of New Hampshire holidays, throughout the life of the contract. This will ensure that assistance with RxSentry system functionality, and specifically ad hoc report and query creation, is always available. HID’s PDMP help desk is a fully-staffed with a team of customer support professionals, including one help desk manager and six help desk representatives. The help desk team records each call and e-mail in a Customer Relations Management tool which captures detailed information on the user, issue, and resolution. HID’s PDMP help desk’s average response time to phone calls is less than thirty (30) seconds. Average response time to e-mails is less than five (5) minutes.

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HID will provide customer support in a variety of methods, including toll-free telephone numbers and e-mail addresses to the PDMP help desk, strong, reliable user documentation, and online help. All user documentation will provide contact information to the PDMP help desk. And, the contact information will be made available on the HID-hosted NH PDMP public website.

The training manuals and user guides will allow trained users to research and locate answers to their questions. The skills required to access and use the system effectively are explicitly documented in the training manuals customized for each user group. All training documentation is designed, developed, and maintained by HID's expert technical writing team led by Connie Lewis, MBA, HID's Director of Technical Writer. Ms. Lewis has 21 years of experience in various aspects of the Information Technology field. She has extensive experience designing, writing, and publishing both online and hardcopy user documentation for commercial software projects and for training purposes. Committed to developing clear, usable, and user-friendly documentation and serves as a user advocate in each project she undertakes, Ms. Lewis has led the design and development of all documentation for the PDMP team.

HID's technical writing team is fully equipped to develop solutions and quickly revise the user documentation to meet the needs of the NH BOP and the users. During implementation, HID will work with NH BOP to develop user documentation, allowing time for NH BOP review and edits. HID will use WorkZone® documentation tracking application to record all versions and changes to documentation.

HID will provide NH PDMP user documentation including the *RxSentry User's Guide*, *RxSentry Dispenser's Implementation Guide*, *RxSentry Practitioner's Training Guide*, and *RxSentry Training Guide for Law Enforcement Users* to assist the State in making coordinated efforts to promote the new PDMP and train practitioners and dispensers on its use. With continually updated training manual and HID's PDMP Help Desk, the State will be prepared for any future training once implementation is completed. HID's PDMP Help Desk will be available Monday through Friday from 8:00 a.m. to 5:00 p.m. ET excluding New Hampshire State holidays. HID's PDMP Training Manager will also be available to assist the State with these endeavors during implementation and as needed throughout the life of the project.

All user documentation used during system training will be made available on the NH PDMP website. HID will also provide the NH BOP with electronic versions of these documents to place on the NH BOP site as requested. These documents will be updated and reposted accordingly as changes are made to the system. Connie Lewis, MBA, Director of Technical Writing, will oversee the customization of these documents for each client as well as the maintenance of these documents throughout the contract-life.

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EXHIBIT M
NH BOARD OF PHARMACY RFP 2014-042 (WITH ADDENDA) INCORPORATED**

NH BOARD OF PHARMACY RFP 2014-042, with all included addenda, are included by reference as binding Deliverables to this Contract.

**STATE OF NEW HAMPSHIRE
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VENDOR PROPOSAL BY REFERENCE**

HID Proposal dated January 31, 2014 to the New Hampshire Board of Pharmacy is incorporated herein by reference.

**STATE OF NEW HAMPSHIRE
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CONTRACT 2014-042 -PART 3
EXHIBIT O
SPECIAL EXHIBITS , ATTACHMENTS, AND CERTIFICATES**

Attached are:

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



health information
designs

CERTIFICATE

I, Devin R. Gibson, do hereby represent and certify that:

- (1) I am a Manager of Health Information Designs, LLC, an Alabama limited liability company (the "Company").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the Company.
- (4) The signature of Guy R. DiBenedetto, President and Chief Executive Officer, of this Company affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (5) The foregoing signature authority has been in effect since May 15, 2012.
- (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.

IN WITNESS WHEREOF, I have hereunto set my hand as Manager of the Company.

June 5, 2014.

Devin R. Gibson, Manager

STATE OF Alabama

COUNTY OF Lee

On this the 5th day of June, 2014, before me, Devin R. Gibson personally appeared and acknowledged himself to be Manager of Health Information Designs, LLC, an Alabama limited liability company, and that he, as such being authorized to do so, executed the foregoing instrument.

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

Janet Mulvaney
Notary Public

My Commission Expires:

January 2, 2017

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 Health Information Designs, LLC doing business in New Hampshire as HID Alliance, a(n) Alabama limited liability company, registered to do business in New Hampshire on January 28, 2014. 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 4th day of June, A.D. 2014

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

William M. Gardner
Secretary of State

