

YAR 21



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES

Jeffrey A. Meyers
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
FAX: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Maureen U. Ryan
Director of Human
Services

June 1, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services, to amend an existing agreement with Protech Solutions, Inc. (Vendor #172328), 303 West Capitol Avenue, Suite 330, Little Rock, AR to provide enhancements to and continued maintenance of the New England Child Support and Enforcement System (NECSES) by increasing the price limitation by \$1,818,000.00 from \$7,940,312.50 to \$9,758,312.50 and extending the contract completion date from September 30, 2017, to September 30, 2019, effective upon Governor and Executive Council approval. 66% Federal Funds. 34% General Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2018, 2019 and 2020 upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-427030-5107 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, DIV OF CHILD SUPPORT SERVICES, 15-220:1-VII-G-CHILD SUPPORT

SFY	Class	Title	Activity Code	Current Budget	Increase/ Decrease	Modified Budget
2016	034-500162	Capital Projects	42706130	\$3,500,000.00	\$0	\$3,500,000.00
2017	034-500162	Capital Projects	42706130	\$3,600,000.00	\$0	\$3,600,000.00
			SubTotal:	\$7,100,000.00	\$0	\$7,100,000.00

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM.

SFY	Class	Title	Activity Code	Current Budget	Increase/ Decrease	Modified Budget
2017	102-500731	Contracts for Prgm Svs	49053316	\$0	\$330,000.00	\$330,000.00
			SubTotal:	\$0	\$330,000.00	\$330,000.00

**01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF,
 INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS**

SFY	Class	Title	Activity Code	Current Budget	Increase/ Decrease	Modified Budget
2016	046-500465	Consultants	03950174	\$102,812.50	\$0	\$102,812.50
2017	046-500465	Consultants	03950174	\$590,000.00	\$0	\$590,000.00
2018	046-500465	Consultants	03950174	\$147,500.00	\$558,000.00	\$705,500.00
2019	046-500465	Consultants	03950174	\$0	\$744,000.00	\$744,000.00
2020	046-500465	Consultants	03950174	\$0	\$186,000.00	\$186,000.00
			SubTotal:	\$840,312.50	\$1,488,000.00	\$2,328,312.50
			Total:	\$7,940,312.50	\$1,818,000.00	\$9,758,312.50

EXPLANATION

The purpose of this amendment is to extend contract services for an additional two years for the provision of necessary upgrades, enhancements, and continued maintenance for the New England Child Support Enforcement System (NECSES). Enhancements include the design and development of an interface in order to provide Client information from the New England Child Support Enforcement System application to the Multi-System Dashboard. The New England Child Support Enforcement System was implemented in 1990 to support efficient business and technical requirements for the Division of Child Support Services. The system is utilized as the program’s automated business application tool, as mandated by Federal Regulations. The process of upgrading, enhancements, and maintenance of the New England Child Support Enforcement System to a modern standard is extensive and continuous.

The Division of Child Support Services, in compliance with State statute and Federal regulations, assist families with children by establishing paternity orders, establishing and enforcing financial and medical orders issued by the courts, locating non-custodial parents, and collecting and disbursing over eighty-five million dollars (\$85,000,000) in child support on behalf of approximately forty-three thousand (43,000) children.

The original contract was competitively bid and contained language to allow the Department the option to extend the contract for up to six (6) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by Governor and Executive Council. This vendor has fulfilled all of the requirements of the original contract and the Department is satisfied with their continued performance.

Should the Governor and Executive Council not approve this request, the Division of Child Support Services may not have an adequate system to provide services required by state statute and federal regulations which could result in an increase of families with young children requiring assistance through the Temporary Assistance to Needy Families, Medicaid, and Food Stamp Programs, further stressing the State budgets.

Area Served: Statewide

Source of Funds: 66% Federal Funds, 34% General Funds from the CFDA #93.778 Medical Assistance Program, CFDA #96.563

In the event that Federal Funds become no longer available, no further general funds will be requested to support this program.

Respectfully submitted,



Maureen J. Ryan
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Denis Goulet
Commissioner

May 31, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Protech Solutions, Inc., as described below and referenced as DoIT No. 2015-141A.

The purpose of the contract amendment is for the vendor to provide enhancements and continued maintenance of the New England Child Support and Enforcement System (NECSSES). Enhancements include the design and development of an interface to provide Client Information from the NECSSES application to the Multi-System Dashboard.

The amount of the contract is \$1,818,000 increasing from \$7,940,312.50 to \$9,758,312.50 and extending the contract completion date from September 30, 2017 to September 30, 2019 effective upon Governor and Executive Council approval.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/mh
DoIT #2015-141A
RID #20551
cc: Bruce Smith, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
 DIVISION OF CHILD SUPPORT SERVICES
 CHILD SUPPORT SYSTEMS MAINTENANCE & ENHANCEMENT PROJECT
 CONTRACT 2015-141
 CONTRACT AMENDMENT I**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2015-141, on December 2, 2015, Item #14A (herein after referred to as the "Agreement"), Protech Solutions, Inc. (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services, Division of Child Support Services (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to increase the Contract ending date from September 30, 2017 to September 30, 2019.

WHEREAS, the Department wishes to increase the contract price by \$1,818,000.00 to bring the total contract price to \$9,758,312.50.

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:


Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement to reflect a new completion date of September 30, 2019.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$7,940,312.50 to \$9,758,312.50.

The Contract Agreement Part 2 and Exhibits of the Agreement are hereby amended as described in the following tables:

Table 1 – Contract Agreement Part 2

Contract # 2015-141	AMENDED TEXT
PART 2 Section Number	
Section 1.3 Contract Term	Delete Section 1.3 Contract Term second paragraph, first sentence and replace with: The Contract shall begin on the Effective Date and extend through September 30, 2019.
Section 2.2 Non-Exclusive, Not To Exceed Contract	Delete Section 2.2 Non-Exclusive, Not to Exceed Contract third paragraph and replace with: Notwithstanding any other provision of the Contract to the contrary, in no event shall total

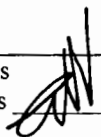
Initial all pages
 Vendor Initials 

**STATE OF NEW HAMPSHIRE
 DIVISION OF CHILD SUPPORT SERVICES
 CHILD SUPPORT SYSTEMS MAINTENANCE & ENHANCEMENT PROJECT
 CONTRACT 2015-141
 CONTRACT AMENDMENT I**

	payments under the Contract exceed \$9,758,312.50.
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Table 2 – Part 3

Contract # 2015-141	AMENDED TEXT										
PART 3 Section Number											
Exhibit A Contract Deliverables	<p>Amend Section 1. Deliverables, Milestones and Activities to include the following between paragraphs three (3) and four (4):</p> <p>Design and develop an interface to provide Client Information from the NECSES application to the Multi-System Dashboard – Heights, NECSES & Options also known as the Master Client Index.</p>										
Exhibit B Price and Payment Schedule	<p>Delete Section 1.1 Not to Exceed first paragraph, first sentence and replace with:</p> <p>“This is a Not to Exceed (NTE) Contract totaling \$9,758,312.50 for the period between the Effective Date through September 30, 2019.</p>										
Exhibit B – Price And Payment Schedule	<p>Delete Section 2 TOTAL CONTRACT PRICE first paragraph and replace with:</p> <p>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 \$9,758,312.50 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Protech Solutions, Inc. for all fees and expenses, of whatever nature, incurred by Protech Solutions, Inc. in the performance hereof.</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 70%;">PHASE I, NECSES 2.0 Maintenance and Operations</td> <td style="text-align: right;">\$2,130,312.50</td> </tr> <tr> <td>PHASE II, Planning and Design</td> <td style="text-align: right;">198,000.00</td> </tr> <tr> <td>PHASE III, Development and Implementation</td> <td style="text-align: right;">7,100,000.00</td> </tr> <tr> <td><u>Multi-System Dashboard – Heights, NECSES & Options</u></td> <td style="text-align: right;"><u>330,000.00</u></td> </tr> <tr> <td style="text-align: center;">Contract Total</td> <td style="text-align: right;">\$9,758,312.50</td> </tr> </table>	PHASE I, NECSES 2.0 Maintenance and Operations	\$2,130,312.50	PHASE II, Planning and Design	198,000.00	PHASE III, Development and Implementation	7,100,000.00	<u>Multi-System Dashboard – Heights, NECSES & Options</u>	<u>330,000.00</u>	Contract Total	\$9,758,312.50
PHASE I, NECSES 2.0 Maintenance and Operations	\$2,130,312.50										
PHASE II, Planning and Design	198,000.00										
PHASE III, Development and Implementation	7,100,000.00										
<u>Multi-System Dashboard – Heights, NECSES & Options</u>	<u>330,000.00</u>										
Contract Total	\$9,758,312.50										



STATE OF NEW HAMPSHIRE
DIVISION OF CHILD SUPPORT SERVICES
CHILD SUPPORT SYSTEMS MAINTENANCE & ENHANCEMENT PROJECT
CONTRACT 2015-141
CONTRACT AMENDMENT I

Table 3 - Contract History

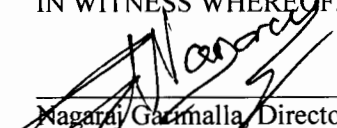
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	EFFECTIVE DATE (G&C APPROVAL)	CONTRACT AMOUNT
2015-141	Original Contract	9/30/2017	12/2/2015 Item #14A	\$7,940,312.50
2015-141 Amendment I	First Amendment	9/30/2019	To be determined	\$1,818,000.00
			CONTRACT TOTAL	\$9,758,312.50

Initial all pages
Vendor Initials

**STATE OF NEW HAMPSHIRE
DIVISION OF CHILD SUPPORT SERVICES
CHILD SUPPORT SYSTEMS MAINTENANCE & ENHANCEMENT PROJECT
CONTRACT 2015-141
CONTRACT AMENDMENT I**

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Nagaraj Garimalla, Director
Protech Solutions, Inc.

Date: 05/18/17

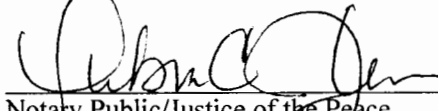
Corporate Signature Notarized:

STATE OF Arkansas

COUNTY OF Pulaski

On this the 18th day of May, 2017, before me, Debra C. Jackson, the undersigned Officer Nagaraj Garimalla personally appeared and acknowledged her/himself to be the Director, of Protech Solutions, a corporation, and that she/he, as such Director being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Nagaraj Garimalla.

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



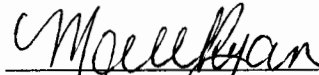
Notary Public/Justice of the Peace

My Commission Expires: 9-10-25

(SEAL)



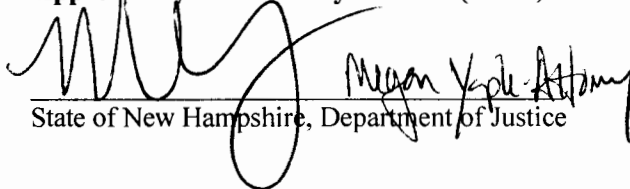
State of New Hampshire



Maureen U. Ryan, Director
Office of Human Services
Department of Health and Human Services

Date: 6/2/17

Approved by the Attorney General (Form, Substance and Execution)



Megan V. Kelly, Attorney
State of New Hampshire, Department of Justice

Date: 4/7/17

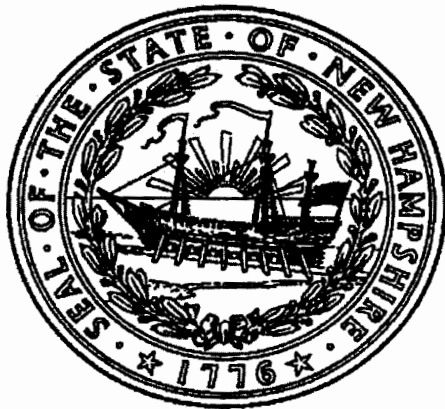
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PROTECH SOLUTIONS, INC. is a Arkansas Profit Corporation registered to transact business in New Hampshire on January 16, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 462250



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE

(Corporation Seal)

I, Satish Garimalla, a President of Protech Solutions, Inc., do hereby certify that:

- (1) I am a duly elected and acting President of Protech Solutions, Inc., an Arkansas corporation;
- (2) I oversee and have trusteeship and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 18th day of February, 2016, which meeting was duly held in accordance with Arkansas (State of incorporation) law and the by-laws of the Corporation:

Resolved, that Protech Solutions, Inc., will enter into a Contract with the State of New Hampshire, acting by and through the Division of Child Support of the Department of Health and Human Services, providing for the performance of certain Consulting Services, and that Nagaraj Garimalla as Director is hereby authorized and directed for and on behalf of Protech Solutions, Inc., to enter into the said Contract with the State and to take any and all actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as he may deem necessary, desirable or appropriate to accomplish the same;

Resolved, that the signature of any officer of Protech Solutions, Inc., affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind Protech Solutions, Inc., thereby;

- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Satish Garimalla _____ President

Satish Garimalla _____ Treasurer

Satish Garimalla _____ Secretary

Nagaraj Garimalla _____ Director

IN WITNESS WHEREOF, I have hereunto set my hand as a Secretary of Protech Solutions, Inc., this 30th day of September, 2015.

[Signature]
President

STATE OF Arkansas

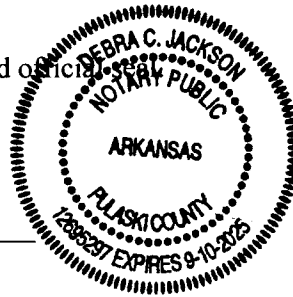
COUNTY OF Pulaski

On this the 18th day of May, 2017, before me, Debra Jackson, the undersigned Officer, personally appeared Satish Garimalla, who acknowledged her/himself to be the President, of Protech Solutions, Inc., a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President.

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

[Signature]
Notary Public

My Commission Expires: September 10, 2025





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2016

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

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

PRODUCER Stephens Insurance, LLC PO Box 3507 Little Rock AR 72203-3507	CONTACT NAME: Debbie Howorka PHONE (A/C, No, Ext): (800) 852-5053 E-MAIL ADDRESS: debbie.howorka@stephens.com	FAX (A/C, No): (501) 377-2470
	INSURER(S) AFFORDING COVERAGE	
INSURED Protech Solutions, Inc. 303 West Capitol Ave. Suite 330 Little Rock AR 72201	INSURER A: Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: Charter Oak Fire Ins. Co.	NAIC # 25615
	INSURER C: Travelers Property Casualty Ins.	NAIC # 36161
	INSURER D: Farmington Casualty Company	NAIC # 41483
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 Liability/E&O **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:			630 7H457126	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA 7H431320	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 7H507030	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB 7H426912	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology E&O/Cyber Deductible: \$50,000			ZPL 51M70820	11/1/2016	11/1/2017	Each Wrongful Act (3rd Party) \$6,000,000 Aggregate \$6,000,000

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

CERTIFICATE HOLDER (603) 271-7564 State of New Hampshire, Admin Services Loretta Head or Successor Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE William Cobb/HODE
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PV 14A



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES

Nicholas A. Toumpas
Commissioner

Mary S. Weatherill
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4745 1-800-852-3345 Ext. 4745
FAX: 603-271-4787 TDD Access: 1-800-735-2964 www.dhhs.nh.gov
Automated Voice Response 1-800-371-8844

October 30, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services to enter into an agreement with Protech Solutions, Inc. (Vendor #172328) 303 West Capitol Avenue, Suite 330, Little Rock, AR 72201, to provide upgrades, enhancement and maintenance of the New England Child Support System in an amount not to exceed \$7,940,312.50 effective upon Governor and Executive Council approval through September 30, 2017. 66% Federal Funds. 34% General Funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016, State Fiscal Year 2017 and State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-42-427030-5107 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, DIV OF CHILD SUPPORT SERVICES, 15-220:1-VII-G-CHILD SUPPORT

SFY	Class/Object	Class Title	Activity Code	Amount
2016	034-500162	Capital Projects	42706130	\$ 3,500,000.00
2017	034-500162	Capital Projects	42706130	\$ 3,600,000.00
Sub-Total				\$ 7,100,000.00

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS

SFY	Class/Object	Class Title	Activity Code	Amount
2016	046-500465	Consultants	03950174	\$ 102,812.50
2017	046-500465	Consultants	03950174	\$ 590,000.00
2018	046-500465	Consultants	03950174	\$ 147,500.00
Sub-Total				\$ 840,312.50
TOTAL				\$ 7,940,312.50

EXPLANATION

The purpose of this agreement is to provide necessary upgrades, enhancement and maintenance to the current New England Child Support Enforcement System (NECSES). The New England Child Support Enforcement System was implemented in 1990 to support efficient business and technical requirements for the Division of Child Support Services. The process of upgrading, enhancement and maintenance of the New England Child Support Enforcement System to a modern standard is extensive and continuous.

The Division of Child Support Services, in compliance with state statute and federal regulations, assist families with children by establishing paternity orders, establishing and enforcing financial and medical orders issued by the courts, locating non-custodial parents, and collecting and disbursing over eighty-five million dollars (\$85,000,000) in child support on behalf of approximately forty-three thousand children (43,000).

On June 16, 2015 the Department issued a Request for Proposals to solicit proposals to provide upgrades, enhancement and maintenance to the New England Child Support Enforcement System. The request was available on the Department of Health and Human Services website from June 16, 2015 through August 3, 2015. Two proposals were received.

The proposals were evaluated by a team of individuals with extensive technical and program knowledge. Protech Solutions, Inc. was selected. The bid summary is attached.

This contract contains language that allows the Department to extend the Contract for up to six (6) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by Governor and Executive Council.

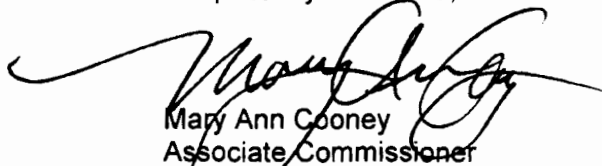
Should the Governor and Executive Council not approve this request, the Division of Child Support Services would not have an adequate system to provide services required by state statute and federal regulations which may result in an increase of families with young children requiring assistance through the Temporary Assistance to Needy Families, Medicaid and Food Stamp Programs further stressing the State budgets.

Area Served: Statewide

Source of Funds: 66% Federal Funds, 34% General Funds

In the event that federal funds become no longer available, no further general funds will be requested to support this program.

Respectfully submitted,




Mary Ann Cooney
Associate Commissioner

Mary S. Weatherill

Mary S. Weatherill
Director

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**(NECSES) Child Support Systems
Maintenance & Enhancement Project**

DHHS RFP 2015-141

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Protech Solutions, Inc.
2. SymbioSys Solutions, Inc.
3. 0
4. 0

Pass/Fail	Maximum Points	Actual Points
	1000	909
	1000	668
	1000	0
	1000	0

1. Steve Kelleher, Tech, DoIT - IT Mgr.
2. Kim Graham, Tech, Child Support Svcs - Business Sys Analyst
3. Richard Ward, Tech, Child Support Services - IT Mgr.
4. Lori Anderson, Cost, Ofc of Info Sys - Prog Specialist
5. Susan Brisson, Cost, Child Support Svcs, Legal Supervisor
6. Mike O'Neil, Cost, DoIT, IT Mgr



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

Denis Goulet
Commissioner

November 17, 2015

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Protech Solutions, Inc., as described below and referenced as DoIT No. 2015-141.

The purpose of this contract is to provide necessary upgrades, enhancements and maintenance to the New England Child Support and Enforcement System (NECSSES). The process of upgrading, enhancement and maintenance of the NECSSES is extensive and continuous. The funding amount is not to exceed \$7,940,312.50, and the contract shall become effective on the date of Governor and Council approval through September 30, 2017.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Denis Goulet'.

Denis Goulet

DG/mh
Contract 2015-141

Subject: New England Child Support Enforcement System (NECSSES)


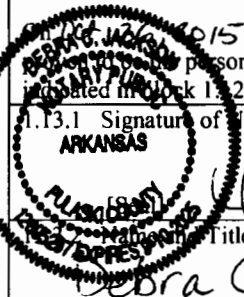
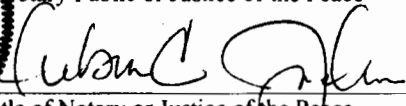
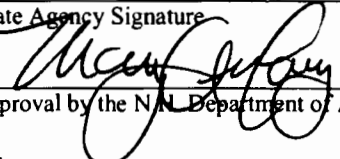
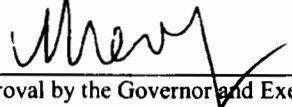
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Child Support Services		1.2 State Agency Address SOPS/Annex Building 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Protech Solutions, Inc.		1.4 Contractor Address 303 West Capitol Avenue, Suite 330 Little Rock, AR 72201	
1.5 Contractor Phone Number 501-687-2311	1.6 Account Number 05-95-42-427030-5268-42706130 01-03-03-030010-7695-03950174	1.7 Completion Date September 30, 2017	1.8 Price Limitation \$7,940,312.50
1.9 Contracting Officer for State Agency Richard Ward		1.10 State Agency Telephone Number 603-223-4809	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Satish Garimalla, CEO	
1.13 Acknowledgement: State of <u>Arkansas</u> , County of <u>Dulaski</u> _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily substituted in block 1.12, and acknowledged that s/he executed this document in the capacity			
1.13.1 Signature of Notary Public or Justice of the Peace  			
Title of Notary or Justice of the Peace Debra C Jackson, Marketing Coordinator			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
Date: <u>11/3/15</u>			
1.16 Approval by the NH Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/13/15</u> Megan A. Yoder - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block I.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
 DIVISION OF CHILD SUPPORT SERVICES
 CHILD SUPPORT SYSTEMS MAINTENANCE & ENHANCEMENT PROJECT
 CONTRACT 2015-141
 CONTRACT AGREEMENT –PART 2**

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2015-141 Contract Agreement-Part 2

Initial All Pages:

Protech Solutions, Inc.'s initials: PS

9/15/2015

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**STATE OF NEW HAMPSHIRE
 DIVISION OF CHILD SUPPORT SERVICES
 CHILD SUPPORT SYSTEMS MAINTENANCE & ENHANCEMENT PROJECT
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CHILD SUPPORT SYSTEMS MAINTENANCE & ENHANCEMENT PROJECT
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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.
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 the Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.

**STATE OF NEW HAMPSHIRE
DIVISION OF CHILD SUPPORT SERVICES
CHILD SUPPORT SYSTEMS MAINTENANCE & ENHANCEMENT PROJECT
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Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (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	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which the 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	A failure of a Deliverable or a defect in a Deliverable resulting in its not conforming to its Specification. Deviation from approved Specification of the System document: <ul style="list-style-type: none"> • Class A Defect - Critical does not allow System to operate, no work around, demands immediate action. • Class B Defect – Defect does not stop operation. There is a work around and user can perform tasks. • Class C Defect – Defect cosmetic in nature, minimal effect on System, low priority. User can use System.
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.
Division	Division of Child Support Services within the Department of Health and Human Services.

**STATE OF NEW HAMPSHIRE
DIVISION OF CHILD SUPPORT SERVICES
CHILD SUPPORT SYSTEMS MAINTENANCE & ENHANCEMENT PROJECT
CONTRACT 2015-141
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Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Digital Signature	Guarantees the unaltered state of a file
Deployment	A Contracted grouping of Deliverables including but not limited to Software, Services, and Warranties Scheduled for Implementation.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DOL	Department of Labor
EDMS	Electronic Document Management System
Effective Date	The date on which an agreement, such as a Contract, takes effect.
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
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”) <ul style="list-style-type: none"> 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
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
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.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
HIPAA	The Health Insurance Portability and Accountability Act of 1996.
Harvest	An application to archive and/or control versions of Software
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 (IAPD)	Implementation Advanced Planning Document - 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,

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	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
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Major Maintenance Enhancement	A major maintenance enhancement is considered to be any task order requiring more than 40 hours to design, develop and implement. These task orders will require a formal change request and cost estimate.
Minor Maintenance Enhancement	A minor maintenance enhancement is considered to be any task order requiring 40 hours or less to design, develop and implement. These task orders will be considered as regular maintenance.
NECSSES	New England Child Support Enforcement System, the computer application used by DCSS
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 for New Hampshire – 8:00 AM to 4:30 PM EST, Monday through Friday, excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
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
OCSE	Office of Child Support Enforcement, the federal Agency administering the federal Title IV-D child support activities
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

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ORS	Operational Reporting System, a Data mart populated with selected NECSES Data and used for ad hoc reporting
Phase I	NECSES Maintenance Phase
Phase II	NECSES Enhancement Planning Phase
Phase III	NECSES Enhancement Execution Phase
Phase IV	Post Deployment Maintenance Phase
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 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
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

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Software Deliverables	Plans, Requirements, and specifications for Software Development 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.
Specifications	Documents that describe the requirements of and the functions to be performed by the resulting Deliverables.
State	The State of New Hampshire, acting through the Division of Child Support Services.
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.
Task Order	The document used to propose and accept changes to the Work Plan
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

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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 November 30, 2015.
Transition Services	Services and support provided when the contracted vendor 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 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/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications 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 the contracted vendor 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. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
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

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	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 Department of Health and Human Services, Division of Child Support Services (“State”), and Protech Solutions, Inc. (“Protech”) an Arkansas Corporation, having its principal place of business at 303 W. Capitol Ave., Suite 330, Little Rock, AR 72201.

The State desires to have Protech Solutions, Inc. provide professional Services to assist it to perform the following activities:

RECITALS

WHEREAS, the State requires assistance in maintaining and developing new functionality in the existing NECSES 2.0;

WHEREAS, the State requires technical services for designing and implementing the remaining forty (40) percent of the requirements for NECSES 2.0 and its reporting capability;

WHEREAS, the State requires technical services for the implementation of the requirements and integrating with the IVR and contact center functionalities and technologies;

WHEREAS, the State requires technical services for the maintenance of the enhanced NECSES 2.0 as well as the enhanced reporting and contact center vehicles after completion of the upgrades to NECSES 2.0;

Whereas, the State requires technical services for the maintenance and operations of the enhanced NECSES 2.0 in any future years enacted under the terms of this contract; and

WHEREAS, Protech Solutions, Inc. has agreed to provide the foregoing services to 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 C-1 – Revisions to General Provisions
 - Exhibit D – Administrative Services
 - Exhibit E – Security and Infrastructure

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Exhibit F – Testing Services
Exhibit G – Maintenance and Support Services
Exhibit H – Requirements
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 by reference
Exhibit N – Contractor Proposal by reference
Exhibit O – Certificates and Attachments

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1, Contract Agreement Part 2 and Contract Agreement Part 3.*
- b. *General Contract Requirements* in Section 6 of the RFP document.
- c. State of New Hampshire, Division of Child Support Services Contract 2015-141. RFP 2015-141, Child Support Systems Maintenance & Enhancement Project dated June 16, 2015, then
- d. The Contractor Proposal, dated August 3, 2015.

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.

The Contract shall begin on the Effective Date and extend through September 30, 2017. The State shall have the sole option, subject to the parties' prior written agreement on applicable fees for each extended term, to extend the Contract for up to six (6) additional years, which shall not extend beyond September 30, 2023.

Protech Solutions, Inc. shall commence work upon issuance of a Notice to Proceed by the State.

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

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2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment and terms of payment are identified in Form P-37 General Provisions, Section 1: Identification Block 1.8 Price Limitation and Contract Exhibit B: Price and Payment Schedule.

2.2 Non-Exclusive, Not To Exceed Contract

This is a Non-Exclusive, Not to Exceed (“NTE”) 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 portion of an item, group of items, or total Proposal. Protech Solutions, Inc. shall not be responsible for any delay, act, or omission of such other contractors, except that Protech Solutions, Inc. 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 Protech Solutions, Inc..

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$7,940,312.50.

3. CONTRACT MANAGEMENT

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

3.1 Protech Solutions, Inc. Contract Manager

Protech Solutions, Inc. shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Protech Solutions, Inc.’s Contract Manager is:

Shiva Duvvuru
Chief Financial Officer
303 W. Capitol Ave., Suite 330
Little Rock, AR 72201
Tel: 501-687-2302
Fax: 501-687-2307
Email: shiva.duvvuru@protechsolutions.com

3.2 Protech Solutions, Inc. Project Manager

3.2.1 Contract Project Manager

Protech Solutions, Inc. shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Protech



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Solutions, Inc.'s selection of the Protech Solutions, Inc. 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 Protech Solutions, Inc. Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Protech Solutions, Inc.'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** Protech Solutions, Inc. 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 Protech Solutions, Inc.'s representative for all administrative and management matters. Protech Solutions, Inc.'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. Protech Solutions, Inc.'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 full-time. Protech Solutions, Inc.'s Project Manager must work diligently and use his/ her best efforts on the Project.
- 3.2.3** Protech Solutions, Inc. shall not change its assignment of Protech Solutions, Inc. Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Protech Solutions, Inc.'s Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Protech Solutions, Inc. Project Manager being replaced; meet the requirements of the Contract, (including but not 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. Protech Solutions, Inc. shall assign a replacement Protech Solutions, Inc. Project Manager within ten (10) business days of the departure of the prior Protech Solutions, Inc. Project Manager, and Protech Solutions, Inc. shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Protech Solutions, Inc. 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 Protech Solutions, Inc. in default and pursue its remedies at law and in equity, if Protech Solutions, Inc. fails to assign a Protech Solutions, Inc. Project Manager meeting the requirements and terms of the Contract.
- 3.2.5** The Protech Solutions, Inc. Project Manager is:

James Holl, Project Manager
Child Support Services
129 Pleasant St.

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Concord NH 03301
Tel: 603-223-4814
Fax: 603-271-7336
Email: james.holl@protechsolutions.com

3.3 Protech Solutions, Inc. Key Project Staff

- 3.3.1** Protech Solutions, Inc. 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 Protech Solutions, Inc. Key Project Staff. The State reserves the right to require removal or reassignment of Protech Solutions, Inc.'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** Protech Solutions, Inc. shall not change any Protech Solutions, Inc. Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Protech Solutions, Inc. Key Project Staff will not be unreasonably withheld. The replacement Protech Solutions, Inc. Key Project Staff shall have comparable or greater skills than Protech Solutions, Inc. 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 Protech Solutions, Inc. in default and to pursue its remedies at law and in equity, if Protech Solutions, Inc. fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Protech Solutions, Inc.'s replacement Project staff.

3.3.3.1 Protech Solutions, Inc. Key Project Staff shall consist of the following individuals in the roles identified below:

Protech Solutions, Inc.'s Key Project Staff	
Key Members	Title
Tom Kelliher	Project Director
James Holl	Project Manager

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Nagaraj Garimalla	Chief Architect
LeeAnn Wood	Functional Design Manager
Walter Brown	Sr. Business Analyst
Divya Theja Thota	Technical/Development Manager
Robert Fisler	Training Manager
Satish Garimalla	Sr. Technical Architect

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:

Richard B. Ward
Division of Child Support Services
Annex Building
129 Pleasant Street Concord, NH 03301
Tel: (603) 223-4809
Fax: (603) 271-7336
Email: Richard.B.Ward@dhhs.state.nh.us

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 Contractors;
- 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:

Kimberly Graham
Division of Child Support Services
Annex Building
129 Pleasant Street, Concord, NH 03301
Tel: (603) 223-4810
Fax: (603) 271-7336

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Email: Kimberly.Graham@dhhs.state.nh.us

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Protech Solutions, Inc. Project Manager and Protech Solutions, Inc. 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

Protech Solutions, Inc. 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.

Protech Solutions, Inc. may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. Protech Solutions, Inc. must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Protech Solutions, Inc. 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.

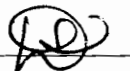
4.2 Deliverables and Services

Protech Solutions, Inc. 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*.

Upon its submission of a Deliverable or Service, Protech Solutions, Inc. 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 Protech Solutions, Inc. that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify Protech Solutions, Inc. in writing of its acceptance or rejection of the Deliverable within 10 business days of the State's receipt of Protech Solutions, Inc.'s written Certification. If the State rejects the Deliverable, the State shall notify Protech Solutions, Inc. of the nature and class of the Deficiency and Protech Solutions, Inc. shall correct the Deficiency within the period identified in the Work Plan. If no period for Protech Solutions, Inc.'s correction of the Deliverable is identified, Protech Solutions, Inc. 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 Protech Solutions, Inc. of its Acceptance or rejection thereof, with the option to extend



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the Review Period up to five (5) additional business days. If Protech Solutions, Inc. fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Protech Solutions, Inc. to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Protech Solutions, Inc. 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

Protech Solutions, Inc. shall provide the State with Software and Documentation set forth in the Contract.

5.2 Software Support and Maintenance

Protech Solutions, Inc. shall provide the State with Software support and Maintenance Services set forth in the Contract.

5.3 Restrictions

N/A

5.4 Title

In accordance with 45 CFR 95.617, the State will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The United States Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or



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otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

6. WARRANTY

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

7. SERVICES

Protech Solutions, Inc. 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

Protech Solutions, Inc. 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

Protech Solutions, Inc. shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Security and Infrastructure*.

7.3 Testing Services

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

7.4 Training Services

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

7.5 Maintenance and Support Services

Protech Solutions, Inc. 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

Protech Solutions, Inc. 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*. Protech Solutions, Inc. shall update the Work Plan as necessary, but no less than every two weeks and as otherwise required by the State, 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 the official Contract *Work Plan*.

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Unless otherwise agreed in writing by the State, changes to the *Work Plan* shall not relieve Protech Solutions, Inc. from liability to the State for damages resulting from Protech Solutions, Inc.'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, Protech Solutions, Inc. must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Protech Solutions, Inc. 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 Protech Solutions, Inc. 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 Protech Solutions, Inc.'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. Within five (5) business days of Protech Solutions, Inc.'s receipt of a Change Order, Protech Solutions, Inc. shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Protech Solutions, Inc. 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 Protech Solutions, Inc.'s requested Change Order within five (5) business days. Such requests for Change Orders remain pending unless and until approved in writing by the State Project Manager. 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 Protech Solutions, Inc. to the State and the State acceptance of Protech Solutions, Inc.'s estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing.

10. INTELLECTUAL PROPERTY

In accordance with 45 CFR 95.617, the State will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The United States Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or

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otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

10.1 State's Business

All rights, title and interest in State Deliverables, Data, Software, Documentation and other products of this contract shall remain with the State.

10.2 Protech Materials

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

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

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 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, Protech Solutions, Inc. 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



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under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: *5 Exemptions*). Protech Solutions, Inc. 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 Protech Solutions, Inc.'s performance under the Contract.

11.2 State Confidential Information

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

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

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Protech Solutions, Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon Protech Solutions, Inc. regarding the State Confidential Information, and Protech Solutions, Inc. 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, Protech Solutions, Inc. 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 Protech Solutions, Inc. Confidential Information

Insofar as Protech Solutions, Inc. seeks to maintain the confidentiality of its confidential or proprietary information, Protech Solutions, Inc. must clearly identify in writing all information it claims to be confidential or proprietary. Protech Solutions, Inc. 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 Protech Solutions, Inc. as confidential, the State shall notify Protech Solutions, Inc. and specify the date the State will be releasing the requested



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information. At the request of the State, Protech Solutions, Inc. shall cooperate and assist the State with the collection and review of Protech Solutions, Inc.'s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Protech Solutions, Inc.'s sole responsibility and at Protech Solutions, Inc.'s sole expense. If Protech Solutions, Inc. 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 Protech Solutions, Inc., without any liability to Protech Solutions, Inc.

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

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 Protech Solutions, Inc. 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 Protech Solutions, Inc.

Subject to applicable laws and regulations, in no event shall Protech Solutions, Inc. be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Protech Solutions, Inc.'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 Protech Solutions, Inc.'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



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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 Protech Solutions, Inc. 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 Protech Solutions, Inc. 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 Protech Solutions, Inc. fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Protech Solutions, Inc. 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 Protech Solutions, Inc. 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 Protech Solutions, Inc. during the period from the date of such notice until such time as the State determines that Protech Solutions, Inc. has cured the Event of Default shall never be paid to Protech Solutions, Inc..
- 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 Protech Solutions, Inc. 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 Protech Solutions, Inc. In the event of a termination for convenience, the State shall pay Protech Solutions, Inc. 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, Protech Solutions, Inc. 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 Protech Solutions, Inc. 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 Protech Solutions, Inc., the State shall be entitled to pursue the same remedies against Protech Solutions, Inc. as it could pursue in the event of a default of the Contract by Protech Solutions, Inc.

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 Protech Solutions, Inc. to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.



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- 13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Protech Solutions, Inc. shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Protech Solutions, Inc. 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 Protech Solutions, Inc. has surrendered to the State all said property.
 - f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

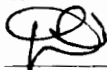
14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 Protech Solutions, Inc. 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 Protech Solutions, Inc. 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



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written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Protech Solutions, Inc. of any of its obligations under the Contract nor affect any remedies available to the State against Protech Solutions, Inc. that may arise from any event of default of the provisions of the contract. The State shall consider Protech Solutions, Inc. to be the sole 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 Protech Solutions, Inc. from assigning the Contract to the successor of all or substantially all of the assets or business of Protech Solutions, Inc. provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Protech Solutions, Inc. 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 Protech Solutions, Inc., its successors or assigns for the full remaining term of the Contract; continue under the Contract with Protech Solutions, Inc., its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Protech Solutions, Inc., 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	James Holl, Project Manager	Kimberly Graham State Project Manager (PM)	5 Business Days
First	Thomas Kelliher, Project Director	Richard Ward Contract Manager	10 Business Days
Second	Satish Garamalla, Chief Executive Officer	Mary Weatherill, Director, DCSS	15 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.

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17. ESCROW OF CODE

N/A

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 will provide the following workspace and office equipment for the Project:

The State agency will work with Protech Solutions, Inc. to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Protech Solutions, Inc.'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 Protech Solutions, Inc. 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 Protech Solutions, Inc. to perform its obligations under the Contract.

18.5 Required Work Procedures

All work done must conform to standards and procedures established by 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, equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), Protech Solutions, Inc. understands and agrees to the following rules:



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- 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 Protech Solutions, Inc. access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Protech Solutions, Inc. 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 Protech Solutions, Inc. 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 Protech Solutions, Inc... Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Protech Solutions, Inc. 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". Protech Solutions, Inc. 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

Protech Solutions, Inc. shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.10 Force Majeure

Neither Protech Solutions, Inc. 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, strikes, lock outs,

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riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

18.11 Insurance

18.11.1 Protech Solutions, Inc. 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 to read:

State of New Hampshire
Department of Health and Human Services
Division of Child Support Services
129 Pleasant Street
Concord, NH 03301

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.

18.15 Work for Hire

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or Deliverables which result from Services rendered by Vendor to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In

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the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

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 CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Protech Solutions, Inc. shall provide the State with products and services which will meet the Specifications and Deliverables contained in *Section 2: Deliverables, Milestones, And Activities Schedule*.

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

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

PHASE I, NECSES 2.0 Maintenance and Operations		
Deliverables	Deliverable Type	Projected Delivery Date
Qualified programming resources to perform on-going maintenance of NECSES 2.0	Technical Resources	No later than fifteen (15) days after the State instructs the Vendor to supply qualified resources.
Consultant Time Sheets	Written	Weekly

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PHASE II, Planning and Design		
Deliverables	Deliverable Type	Projected Delivery Date
A modular development and deployment plan containing: a. Conduct requirements validation sessions using existing requirements documents b. An initial recommendation for the sequence and timeline for developing and deploying each modular component; c. An estimate of the costs and Vendor resources to be used for the development and deployment of each module; d. A delineation of State resource, human and other, to be used for the development and deployment of each module; e. An analysis and delineation of the dependencies between and amongst modules; and f. A description of where the development will take place.	Written	N/A
Draft and submit a Modular Development and deployment Plan presenting the results of a. through f. above.	Written	No later than one hundred and twenty (120) days after the start of work on the Project.
PHASE III, Development and Implementation		
Deliverables	Deliverable Type	Projected Delivery Date
Developing and deploying an assigned enhancement.	N/A	N/A
a. A detailed statement of the scope, effort, resources and cost required to complete the designated enhancement compiled in a Detailed Workplan.	Written	Ten (10) days after assignment by the State Project Manager
b. A comprehensive Requirements Document describing the business processes and the business rules of DCSS as well as the IT elements required to support them.	Written	Thirty (30) days after assignment by the State Project Manager

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c. A Detailed Design Document delineating the functionality to be built and the methods for delivering the functionality described in the Requirements Document.	Written	Thirty (30) days after State Acceptance of the Requirements Document
d. A Test Plan and test scripts that comprehensively tests the new functionality as well as providing for regression testing against previously delivered functionality as delineated in Section 6.11 of RFP 2015-141.	Written	Thirty (30) days after State Acceptance of the Requirements Document
e. A Training Plan and training materials.	Written	No less than thirty (30) days prior to the beginning of user training
f. Obtain State approval for deployment after completion of User Acceptance Testing.	Written	As appropriate
g. Deployment of the new functionality after State Acceptance of User Acceptance Testing and delivery of training.	Software	As approved by the State Project Manager
h. Successful completion of 100 day Warranty Period	N/A	As approved by the State Project Manager
Phase IV, Enhancement Maintenance and Operations		
Deliverables	Deliverable Type	Projected Delivery Date
Completion of assigned tasks.	N/A	N/A
Employ System Development Life Cycle as used above in Enhancement Execution Phase	Written & Software	As Above

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*.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$7,940,312.50 for the period between the Effective Date through September 30, 2017. Protech Solutions, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Protech Solutions, Inc. to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

PHASE I, NECSES 2.0 Maintenance and Operations		
Deliverables	Due Date (Business Days)	Payment Schedule
Qualified programming resources to perform on-going maintenance of NECSES	No later than fifteen (15) days after the State instructs the Vendor to supply qualified resources.	N/A
Monthly Invoices	Monthly	Monthly based on accepted and approved invoices
PHASE II, Planning and Design		
Deliverables	Due Date (Business Days)	Payment Schedule
A modular development and deployment plan containing: a. Conduct requirements validation sessions using existing requirements documents b. An initial recommendation for the sequence and timeline for developing and deploying each modular component; c. An estimate of the Vendor resources to be used for the development and deployment of each module; d. A delineation of State resource, human and other, to be used for the development and deployment of each module; e. An analysis and delineation of the dependencies between and amongst modules; and f. A description of where the development will take place.	N/A	N/A

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EXHIBIT B

PRICE AND PAYMENT SCHEDULE

Draft and submit a Modular Development and deployment Plan presenting the results of a. through f. above.	No later than one hundred and twenty (120) days after the start of work on the Project	Upon State Acceptance of this Firm Fixed Price Deliverable
PHASE III, Development and Implementation		
Deliverables	Due Date (Business Days)	Payment Schedule
Developing and deploying an assigned module.	N/A	N/A
a. A detailed statement of the scope, effort, resources and cost required to complete the designated module compiled in a Detailed Workplan. This will include evaluating each successive module using the Constructive Cost Model II (COCOMO II) tool.	Ten (10) days after assignment by the State Project Manager	N/A
b. A comprehensive Requirements Document describing the business processes and the business rules of DCSS as well as the IT elements required to support them.	Thirty (30) days after assignment by the State Project Manager	10% of State accepted cost
c. A Detailed Design Document delineating the functionality to be built and the methods for delivering the functionality described in the Requirements Document.	Thirty (30) days after State Acceptance of the Requirements Document	20% of State accepted price
d. A Test Plan that comprehensively tests the new functionality as well as providing for regression testing against previously delivered functionality as delineated in Section 6.11 of RFP 2011-032..	Thirty (30) days after State Acceptance of the Requirements Document	20% of State accepted price
e. A Training Plan and training materials.	No less than thirty (30) days prior to the beginning of user training	10% of State accepted price
f. Obtain State approval for deployment after completion of User Acceptance Testing.	As appropriate	10% of State accepted price
g. Deployment of the new functionality after State Acceptance of User Acceptance Testing and delivery of training.	As approved by the State Project Manager	30% of State accepted price
h. Successful completion of 100 day Warranty Period	As approved by the State Project Manager	Release of holdback amount
Phase IV, Enhancement Maintenance and Operations		
Deliverables	Due Date (Business Days)	Payment Schedule
Completion of assigned tasks.	N/A	N/A

2015-141 Exhibit B-Price and Payment Schedule

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Protech Solutions, Inc.'s Initials

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PRICE AND PAYMENT SCHEDULE**

Employ System Development Life Cycle as used above in Enhancement Execution Phase	As Above	As Above
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Table 2A - Protech Solutions, Inc. Rates Pricing Worksheet (Hourly Rates)

Position Title	SFY 2016 7/1/2015- 6/30/16	SFY 2017 7/1/2016- 6/30/2017	SFY 2018 7/1/2017- 6/30/2018	SFY 2019 7/1/2018- 6/30/2019
Protech Project Director	\$170.50	\$179.03	\$187.98	\$197.38
Protech Project Manager	\$125.00	\$131.25	\$137.81	\$144.70
Protech Business Analysts	\$121.00	\$127.05	\$133.40	\$140.07
Protech Infrastructure Manager	\$99.00	\$103.95	\$109.15	\$114.60
Protech DBA	\$104.50	\$109.73	\$115.21	\$120.97
Protech CSE Specialist	\$86.90	\$91.25	\$95.81	\$100.60

Table 2B - Protech Solutions, Inc. Rates Pricing Worksheet (Hourly Rates)

Position Title	SFY 2020 7/1/2019- 6/30/2020	SFY 2021 7/1/2020- 6/30/2021	SFY 2022 7/1/2021- 6/30/2022	SFY 2023 7/1/2022- 6/30/2023
Protech Project Director	\$207.24	\$217.61	\$228.49	\$239.91
Protech Project Manager	\$151.94	\$159.54	\$167.51	\$175.89
Protech Business Analysts	\$147.08	\$154.43	\$162.15	\$170.26
Protech Infrastructure Manager	\$120.34	\$126.35	\$132.67	\$139.30
Protech DBA	\$127.02	\$133.37	\$140.04	\$147.04
Protech CSE Specialist	\$105.63	\$110.91	\$116.45	\$122.28

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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 \$7,940,312.50 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Protech Solutions, Inc. for all fees and expenses, of whatever nature, incurred by Protech Solutions, Inc. in the performance hereof.

PHASE I, NECSES 2.0 Maintenance and Operations	\$840,312.50
PHASE II, Planning and Design	198,000.00
PHASE III, Development and Implementation	<u>6,902,000.00</u>
Contract Total	\$ 7,940,312.50

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

Protech Solutions, Inc. 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. Protech Solutions, Inc. 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.

Invoices shall be sent to:

Richard Ward
Division of Child Support Services
SOPS/Annex Building
129 Pleasant Street
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Protech Solutions, Inc.
303 W. Capitol Ave., Suite 330
Little Rock, AR 72201

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5. OVERPAYMENTS TO PROTECH SOLUTIONS, INC.

Protech Solutions, Inc. 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 Protech Solutions, Inc.'s invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each successive Phase II, III, & IV Deliverables, as set forth in the Payment Table above, until successful demonstration that all modules interact acceptably or until Contract termination.



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SPECIAL PROVISIONS**

1. Special Provisions

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

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7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
- 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
 - 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations,

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Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian. Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.
11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
- 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

2015-141 Exhibit C – Special Provisions

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13. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, bylaws and regulations.
16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Nonprofit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.
17. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have

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meaningful access to its programs.

18. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO
INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis
 - 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 - 19.5. DHHS shall, at its discretion, review and approve all subcontracts. If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

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DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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EXHIBIT C-1
REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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EXHIBIT D
ADMINISTRATIVE SPECIFICATIONS**

1. STATE MEETINGS AND REPORTS

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

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

- a. **Status Meetings:** Participants will include, at the minimum, the Protech Solutions, Inc. Project Manager and the State Project Manager. These meetings will be conducted at an interval of two week or at other intervals as required by the State Project Manager and address overall Project status and any additional topics needed to remain on Schedule and within budget. Protech Solutions, Inc. shall present a status report which shall serve as the basis for discussion.
- b. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis or at other intervals as required by the State Project Manager, in accordance with the Contract.
- c. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- d. **Exit Meeting:** Participants will include Project leaders from Protech Solutions, Inc. 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 Protech Solutions, Inc. 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 Protech Solutions, Inc.'s responsibility.

The Protech Solutions, Inc. Project Manager shall prepare and submit weekly status reports in accordance with the Schedule and terms of this Contract. All status reports and such other reports as the State Project Manager may require shall be prepared in formats approved by the State. Protech Solutions, Inc. shall produce Project status reports, which 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

As reasonably requested by the State, Protech Solutions, Inc. shall provide the State with information or reports regarding the Project. Protech Solutions, Inc. 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.



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ADMINISTRATIVE SPECIFICATIONS**

2. STATE-OWNED DOCUMENTS AND DATA

Protech Solutions, Inc. 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, Protech Solutions, Inc. 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

Protech Solutions, Inc. 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*.

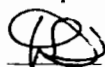
Protech Solutions, Inc. and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Protech Solutions, Inc. 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. Protech Solutions, Inc. 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 Protech Solutions, Inc.'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

Protech Solutions, Inc. 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 Protech Solutions, Inc. shall maintain records pertaining to the Services and all other costs and expenditures.



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ADMINISTRATIVE SPECIFICATIONS**

5. REASONABLE TRAVEL EXPENSES

The Vendor shall assume all travel and related expenses. All labor rates will be “fully loaded”, including, but limited to:

- Meals;
- Hotel;
- Airfare;
- Car rentals;
- Car mileage; and
- Out-of-pocket expenses

6. SHIPPING AND DELIVERY FEE EXEMPTION

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

7. WORK HOURS

Protech Solutions, Inc. personnel shall work Monday through Friday, 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 obtaining the approval of the State Project Manager.



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EXHIBIT E
SECURITY AND INFRASTRUCTURE**

Protech Solutions, Inc. shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. Protech Solutions, Inc. shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. Protech Solutions, Inc. shall adopt a change management approach subject to the approval of the State Project Manager. The change management tool shall identify tasks, activities and milestones.
- C. The Protech Solutions, Inc. 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. Protech Solutions, Inc. shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the design, construction, testing and deployment of the application modules, and prepares the State to assume responsibility for and ownership of the new System.
- F. Protech Solutions, Inc. 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.

1.2 Timeline

The timeline is set forth in *Exhibit B - Delivery And Payment Schedule*

1.2.1 Planning

During the initial planning period Project task and resource plans will be established for:

- NECSES System Maintenance
- Enhancement Planning
- Enhancement Execution

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1.2.2 Infrastructure

The State will provide the PCs, printers and servers as well as the telecommunications network.

1.2.3 Implementation

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

Processes will be documented, training designed and delivered, and the application will be ready for Implementation in accordance with the State's Schedule.

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

1.2.4 Change Management and Training

Protech Solutions, Inc.'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.

2. IMPLEMENTATION METHODOLOGY

The Protech Solutions, Inc. team shall provide the consulting services for the Contract.

2.1 Methodology

The State's standard System Development Methodology is available on the DoIT website. At project initiation Protech Solutions, Inc. may choose to offer an alternative methodology or to adopt the State's standard methodology. The State will make the final decision as to the methodology to be employed for the project.

3. SECURITY

Protech Solutions, Inc. shall 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 provided based on the security requirements defined in Appendix A-3.3 of the Request for Proposal. Protech Solutions, Inc. 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**

Protech Solutions, Inc. shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

Protech Solutions, Inc. shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. Protech Solutions, Inc. will also provide training as necessary to the State staff responsible for test activities. Protech Solutions, Inc. 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, Protech Solutions, Inc. 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. Protech Solutions, Inc. shall also correct Deficiencies and support required re-testing. This mechanism shall record, track, and display status of test elements throughout all phases of testing.

All testing and acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of unit, System integration testing, conversion/migration testing, regression, and support of the State during User Acceptance Testing (UAT).

Protech Solutions, Inc. shall certify that all testing has been completed in accordance with State requirements.

1.1 Test Planning and Preparation

Protech Solutions, Inc. shall provide the State with an overall Test Plan that will include, 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, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.



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As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Protech Solutions, Inc.'s Project Manager's Certification, in writing, that Protech Solutions, Inc.'s own staff has successfully executed all prerequisite Protech Solutions, Inc. testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Protech Solutions, Inc. shall turn over to the State all test scripts and test results. 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 Protech Solutions, Inc. 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 Protech Solutions, Inc.'s development environment. Protech Solutions, Inc. must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

1.2 Unit Testing

In Unit Testing, Protech Solutions, Inc. 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 Protech Solutions, Inc. developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
Protech Solutions, Inc. Team Responsibilities	For application modules, conversions and interfaces the Protech Solutions, Inc. 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.

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

<p>Activity Description</p>	<p>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.</p>
<p>Protech Solutions, Inc. Team Responsibilities</p>	<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.
<p>State Responsibilities</p>	<ul style="list-style-type: none"> • Work jointly with Protech Solutions, Inc. to develop the Systems Integration Test Specifications. • Work jointly with Protech Solutions, Inc. to develop and load the data profiles to support the test Specifications. • Work jointly with Protech Solutions, Inc. to validate components of the test scripts, modifications, fixes and other System interactions with the Protech Solutions, Inc. supplied Software Solution.
<p>Work Product Description</p>	<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.

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	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 Protech Solutions, Inc. 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. Protech Solutions, Inc. shall direct and assist the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the Software throughout the Project.

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.

The State shall be presented with all testing results, as well as written Certification that Protech Solutions, Inc. 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 Protech Solutions, Inc. that the System is installed, configured, complete and ready for State testing.

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. 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).



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

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Project, Problem, Inc. 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.
Start/End Dates	<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. • Work jointly with Protech Solutions, Inc. in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	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 Regression Testing

Protech Solutions, Inc. shall be responsible for developing the test plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. Protech Solutions, Inc. shall perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State 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.

When a programming change is made in response to a problem identified during user testing, a Regression Test Plan must be developed by Protech Solutions, Inc. based on the understanding of the program and the change being made to the program. The Regression Test Plan has two objectives: first, to validate that the change/update is incorporated into the program; and second, to validate that there are no unintended changes to the other portions of the program.

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Protech Solutions, Inc. shall:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
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.

Protech Solutions, Inc. shall 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, Protech Solutions, Inc. shall assess the risks inherent in the modification being implemented, identify and assess any unintended consequences, and weigh those risks against the time and effort required for conducting the regression tests.

1.8 Performance Tuning and Stress Testing

1.8.1 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.

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

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

1.8.2 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

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

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

1.8.3 Tuning

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

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

1.8.4 Implementing Performance and Stress Test

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

1.8.5 Scheduling Performance and Stress Testing

Protech Solutions, Inc. 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

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function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Protech Solutions, Inc. 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. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

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

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

When performing capacity testing against a GUI the focus will be on the ability of the 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 with 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.

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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.

1.9 Successful UAT Completion

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

1.10 System Acceptance

Upon completion of the Warranty Period for each successive modular Implementation, the State shall issue a Letter of Acceptance.

1.11 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 by Protech Solutions, Inc. 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

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	organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Prior to the System being moved into production, Protech Solutions, Inc. 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).

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MAINTENANCE AND SUPPORT SERVICES**

Protech Solutions, Inc. shall provide a team of resources capable of supporting the daily maintenance and operations of the NECSES 2.0 applications and databases. The work will consist of task order and change request analysis, solution design, coding, testing, and testing support, support for deployment and nightly batch schedules, and on-call support.



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REQUIREMENTS**

Protech Solutions, Inc. shall deliver the application components and other services as specified in the Contract Documents.

Record ID	RFP Ref. No	Assessment	Requirement
TRACKING APPLICATIONS FOR CHILD SUPPORT SERVICES			
1	CI-APP-2	Fed Req.: Y Priority: 5 Gap Rating: 3	Provide for recording the relevant data from Order Payables received from the courts.
2	CI-APP-3	Fed Req.: Y Priority: 5 Gap Rating: 5	Capable of interfacing with courts to accept and record relevant Order Payable data electronically.
3	CI-APP-11	Fed Req.: Y Priority: 5 Gap Rating: 5	Provide for self-service web interface for CP and NCP to enter and submit application data. The web interface should include data validation rules, help and prompts (suggest alternatives) to aid the worker in providing high-quality data.
CASE INITIATION – NH NON-TANF APPLICANT			
4	CI-NTF-2	Fed Req.: Y Priority: 5 Gap Rating: 2	Capable of directly interfacing with New Heights (the IV-A database) to look up and report on member status.
5	CI-NTF-15	Fed Req.: Y Priority: 5 Gap Rating: 4	Monitor Federal timeframe from date application received to completion of Case Initiation.
CASE INITIATION – NH TANF APPLICANT			
6	CI-TNF-1	Fed Req.: Y Priority: 5 Gap Rating: 5	Automatically notify IV-A agency and the CP when his/her application pertains to an existing closed case that cannot be reopened. Automatically halt the Case Initiation process in this case.
7	CI-TNF-5	Fed Req.: N Priority: 5 Gap Rating: 5	Automatically initiate the standard Sanction process (based on standard business rules) when the CP does not co- operate.
8	CI-TNF-6	Fed Req.: N Priority: 5 Gap Rating: 5	Automatically notify the IV-A agency about non-cooperation on the part of the CP.
9	CI-TNF-7	Fed Req.: N Priority: 5 Gap Rating: 5	Alert the worker to check New Heights 30 days after the non-cooperation notice is sent to the IV-A agency.

2015-141 Exhibit H-Priority Responses

Initial All Pages:

Protech Solutions, Inc.'s Initials

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10	CI-TNF-9	Fed Req.: N Priority: 5 Gap Rating: 5	Provide the capability to automatically check the sanction status of the TANF CP who is not cooperating, 30 days after the non-cooperation notice is sent to the IV-A agency.
11	CI-TNF-11	Fed Req.: N Priority: 5 Gap Rating: 5	Automatically generate request to the IV-A agency to lift the sanction, if the CP cooperates after the sanction has been imposed.
CASE INITIATION – NH AS RESPONDING STATE			
12	CI-RSP-9	Fed Req.: Y Priority: 5 Gap Rating: 4	Ability to automatically generate Acknowledgement & Request for additional information to the Initiating State (via CSENet and/or as hard copies) based on a pre- defined set of business rules.
CASE INITIATION – MEDICAID CASES			
13	NEW		TPL data is available but we are not sure if it is reliable. This might be covered under Case Management.
GENERAL REQUIREMENTS FOR CASE INITIATION			
14	CI-GEN-1	Fed Req.: Y Priority: 5 Gap Rating: 5	Allow for case to show that both NCP and CP have applied for services on same case.
15	CI-GEN-2	Fed Req.: Y Priority: 5 Gap Rating: 5	In tracking all processes, recognize the entity that has initiated the request for the services that are being tracked.
16	CI-GEN-6a	Fed Req.: Y Priority: 5 Gap Rating: 5	Based on business rules, allow for linking and de-linking individuals incorrectly linded to a IV-A number. Capture the reason for such an action. Linking and de-linking should not cause loss (and re- entry) of case information.
17	CI-GEN-6b	Fed Req.: Y Priority: 5 Gap Rating: 5	Based on business rules, allow for member merging to eleminate duplicate members. Capture the reason for such an action.
18	CI-GEN-7	Fed Req.: N Priority: 5 Gap Rating: 5	Ability to interface with Vital Statistics to request for and receive the Date of Birth and paternity information.
OBTAIN MISSING INFORMATION NECESSARY FOR LOCATE			
19	LO-MIS-1	Fed Req.: Y Priority: 3 Gap Rating: 5	Regularly monitor to identify cases that lack SSN and/or DOB, address, and employer.

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SUPPORT MANUAL LOCATE ACTIVITIES			
20	LO-MAN-3	Fed Req.: Y Priority: 5 Gap Rating: 5	Allow worker to edit and finalize the Locate Request form online.
AUTOMATED LOCATE - AOC, SCR AND FCR			
21	LO-AOC-1	Fed Req.: Y Priority: 5 Gap Rating: 3	Ability to automatically accept electronic submittal from AOC; and match submittal with existing SCR cases to identify new/updated SCR cases.
AUTOMATED LOCATE - NHES QUARTERLY WAGE REPORTING			
23	LO-QWR-1	Fed Req.: Y Priority: 5 Gap Rating: 1	Automatically compile a weekly list of eligible Locate cases based on business rules.
AUTOMATED LOCATE - FIDM STATE BANK MATCH			
24	LO-FDM-4	Fed Req.: Y Priority: 5 Gap Rating: 1	Automatically accept Bank Customer list received from NH Banks who opt for the All Accounts method.
25	LO-FDM-5	Fed Req.: Y Priority: 5 Gap Rating: 1	Automatically match entries in each bank's Bank Customer list with quarterly list of cases eligible for FIDM State Bank Match to identify the Bank Match list.
26	LO-FDM-6	Fed Req.: Y Priority: 5 Gap Rating: 1	Automatically process Bank Match list as Locate Lead information.
27	LO-FDM-7	Fed Req.: Y Priority: 5 Gap Rating: 1	Automatically initiate Lien process based on entries in the Bank Match list.
AUTOMATED LOCATE - FIDM FEDERAL BANK MATCH			
28	LO-FDF-2	Fed Req.: Y Priority: 5 Gap Rating: 1	Automatically initiate Lien process based on entries in the Bank Match list.
AUTOMATED LOCATE - PROCESS LOCATE LEADS			
29	LO-PLL-15	Fed Req.: N Priority: 5 Gap Rating: 5	Automatically mark a lead that could not be verified as a bad lead.
GENERAL REQUIREMENTS FOR LOCATE			

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30	LO-GEN-20	Fed Req.: Y Priority: 5 Gap Rating: 1	If caseworker action is required, the system must alert the caseworker of the needed action in sufficient time to allow the 75 day timeframe to be met.
31	LO-GEN-21	Fed Req.: Y Priority: 5 Gap Rating: 1	Maintain and report data on: - The number of cases submitted to each locate source - The transmittal and response timeframes associated with each submission.
31	LO-GEN-25	Fed Req.: Y Priority: 5 Gap Rating: 4	Incorporate industry best practices to include rules and capability to maximize quality of name and address data that is captured at source of entry.
33	LO-GEN-33	Fed Req.: Y Priority: 5 Gap Rating: 5	Automatically alert Enforcement worker of NCP's release based on the release date recorded through the interface with Dept. of Corrections.
SUPPORT ORDER & OBLIGATION PROCESSING - FUNCTIONAL REQUIREMENTS			
34	FI-SOO-1	Fed Req.: Y Priority: 5 Gap Rating: 1	Monitor for and acknowledge the receipt of court orders
35	FI-SOO-11	Fed Req.: N Priority: 5 Gap Rating: 2	Automatically calculate support obligation and payment due and generate the appropriate payment coupons to the NCP (direct billing).
36	FI-SOO-15	Fed Req.: N Priority: 5 Gap Rating: 5	When an order/obligation is modified, automatically make all necessary adjustments (i.e., review and 'self-correct').
37	FI-SOO-16	Fed Req.: N Priority: 5 Gap Rating: 5	When an obligation amount is modified (especially for an NCP with multiple cases), save previous obligation amount so that business rules could be applied to correctly post a receipt across multiple cases even when the receipt is based on the previous obligation/IA amount.
38	FI-SOO-23	Fed Req.: N Priority: 5 Gap Rating: 5	Ability to add unlimited number of children to each case/ obligation. Auto-adjust obligation amounts (total as well as at the child-level) as children are added to case.
SUPPORT ORDER & OBLIGATION PROCESSING - NON FUNCTIONAL REQUIREMENTS			
39	FI-SOO-25	Fed Req.: N Priority: 5 Gap Rating: 5	Include comprehensive presentation of Support Order and Obligation data with tabs (or other easy lookup) for each debt type (Child Support, Medical Support, Miscellaneous Debt, Out of State Debt and Spousal Support) and the obligations tied to the debt. This presentation should also include all arrearage information and a checklist of activities to be completed for setting up or modifying a support order or obligation.

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NCP AND EMPLOYER BILLING			
40	FI-BIL-4	Fed Req.: Y Priority: 5 Gap Rating: 1	Provide for billing suppression and adjustments (**). **When an order modification is entered the system should automatically generate coupons based on the new amounts. If billing has already happened for the next month, it should generate coupons for the current month and the next month.
41	FI-BIL-5	Fed Req.: N Priority: 3 Gap Rating: 5	Auto suppresses bills for initiating interstate cases. Allow for supervisor-authorized overrides.
42	FI-BIL-12	Fed Req.: N Priority: 4 Gap Rating: 3	Worker should have the ability to view all employees on wage assignment for any employer.
43	NEW	Fed Req.: N Priority: 4 Gap Rating: 3	Worker should have the ability to stop Wage Coupons from going out to an employer.
RECEIPT PROCESSING			
44	FI-RCT-8	Fed Req.: N Priority: 5 Gap Rating: 3	For each receipt, the system must record the Receipt Source, Payment Type, Payment Mode, Receipt Date, Processing Date, Check/Instrument Number, Payment Amount, associated Coupon/reference #s, Payment Location, etc. Receipt Sources should include but not be limited to: NCP, Employer - Direct, Employer - Payroll Company, Other State Agency, IRS Intercept, State Tax Intercept, Unemployment Compensation Intercept, Worker's Compensation Intercept, Lottery Intercept, Bank Match, CP, etc. Payment Types should include but not be limited to: Regular Payment, Arrears Only Payments, Recoupment Payments, Bad Check Payment, Genetic Testing Fees, Other Fees, Penalties, Interest, Cost Recovery, Bonds, FPLS fees, etc. Payment Modes should include but not be limited to: Cash, Check, EFT, etc. Payment Location should include but not be limited to: SDU, OOF, DO, Courts, etc.
45	FI-RCT-9	Fed Req.: N Priority: 3 Gap Rating: 5	For wage assignments, capture pay date ('for period ending' date) from employer.

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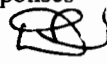
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46	FI-RCT-12	Fed Req.: N Priority: 4 Gap Rating: 5	Capture all identifying information for all receipt sources (i.e., whether NCP, Employer, Other State, etc.). If the source is an employer's payroll company, capture identifying details for both the employer and the payroll company.
47	FI-RCT-16	Fed Req.: N Priority: 3 Gap Rating: 5	Maintain system-generated notes at appropriate levels (batch/ case/ member, etc.). E.g., if a batch of receipts were miss-posted, then the system-generated notes should be available at case level as well as batch level.
48	FI-RCT-21	Fed Req.: N Priority: 5 Gap Rating: 5	Provide Online Reconciliation Reports & Batch Error Reports to the OOF staff (include query capability) to assist them with Daily Reconciliation.
DISTRIBUTION - FUNCTIONAL REQUIREMENTS			
49	FI-DST-2	Fed Req.: Y Priority: 5 Gap Rating: 5	<p>If costs/fees are imposed on the non-custodial parent, ensure that the monthly support obligation and any arrearage are satisfied prior to retaining the cost/fee.</p> <p>If costs/fees are being imposed on the custodial parent, deduct the costs/fees from support collected on behalf of the family.</p> <p>In either case, the non-custodial parent's account must be credited for the full amount of the support collection.</p> <p>In an interstate case, both the initiating and responding State must meet this requirement.</p>
50	FI-DST-16	Fed Req.: N Priority: 5 Gap Rating: 4	Establish robust 2-way interfaces (with appropriate business rules to validate data) with DFA, DCYF, Medicaid and other entities as required or applicable.
51	FI-DST-17	Fed Req.: N Priority: 5 Gap Rating: 5	Business rules must be defined to enable the system to appropriately process distribution of retroactive IV-A eligibility.
DISTRIBUTION - NON FUNCTIONAL REQUIREMENTS			
52	FI-DST-21	Fed Req.: N Priority: 4 Gap Rating: 5	The user interface should present all information in narrative form as opposed to using codes.

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53	FI-DST-22	Fed Req.: N Priority: 4 Gap Rating: 5	Results of distribution should be accessible through a user interface that is easy to understand and intuitive to navigate through to follow the distribution hierarchy on a case.
DISBURSEMENT - FUNCTIONAL REQUIREMENTS			
54	FI-DSB-17	Fed Req.: N Priority: 4 Gap Rating: 5	Support Bank interfaces to allow workers to view the dispositions of checks.
55	FI-DSB-20	Fed Req.: N Priority: 5 Gap Rating: 5	Must be capable of tracking monies that could not disbursed (i.e., include bucket for undisbursed monies, abandoned property, and other 'out of system' Accounts Receivable' buckets)
56	FI-DSB-21	Fed Req.: N Priority: 4 Gap Rating: 5	Must be capable of processing user requested Void Holds & Void Reissues. The user must be required to enter a note when processing Void Holds and Void Reissues.
57	FI-DSB-23	Fed Req.: N Priority: 4 Gap Rating: 5	Alert the DO worker when Returned checks are recorded in the system.
58	FI-DSB-24	Fed Req.: N Priority: 4 Gap Rating: 5	Provide DO worker with access to images of the Returned Check documents.
FINANCIAL ADJUSTMENTS REQUIREMENTS			
59	FI-ADJ-3	Fed Req.: N Priority: 5 Gap Rating: 4	Identify and distinguish between requests for Regular Back-outs (where the receipt needs to continue to be associated with the original member); and requests for Global Back-outs(where receipt would not be associated with the original member anymore)
60	FI-ADJ-4	Fed Req.: N Priority: 5 Gap Rating: 5	Auto bulk back-out of receipts where OOF input-is not required.
61	FI-ADJ-7	Fed Req.: N Priority: 5 Gap Rating: 5	Process receipt back-out requests - Reverse the effect of distribution of the receipt - Allow OOF to put receipt on distribution hold - Create offset - Generate Recoupment Coupons and Notification
62	FI-ADJ-10	Fed Req.: N Priority: 5 Gap Rating: 5	System needs to include a bad check indicator for employer or NCP.

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63	NEW (#1)		When the Bad Check Indicator is active associated with either the Employer or NCP, a check received will be placed on hold according to defined business rules. Include auto-release after the hold expires.
64	NEW (#2)		Information displayed in tables throughout the new NECSES must allow users to sort the data in columns
65	FI-ADJ-17	Fed Req.: N Priority: 4 Gap Rating: 5	Allow OOF to process Stop Payment Requests.
66	FI-ADJ-18	Fed Req.: N Priority: 4 Gap Rating: 5	Process (electronic or user-entered) bank decision/action with respect to the Stop Payment request and alert worker(s) to take next action, as appropriate.
67	NEW (#3)		All documents available in OnBase must be easily accessible directly from NECSES
68	FI-ADJ-23	Fed Req.: N Priority: 4 Gap Rating: 5	Accept and validate Demand Check Requests from authorized users. Identify Demand Check Type (FTX refund, Forgery, etc.) and include business rules to mandate that the receipt number associated with the demand check is entered, where applicable. Validate input based on receipt to which the demand check is tied, if any
69	FI-ADJ-24	Fed Req.: N Priority: 4 Gap Rating: 5	Process Demand Check Requests. - Produce check and check stub/letter - Create offset, where appropriate (based on business rules - e.g., no offsets are created if Demand check pertains to forgery).
70	FI-ADJ-25	Fed Req.: N Priority: 4 Gap Rating: 5	All special checks (such as demand checks, refund checks, and return receipt checks) should be accompanied with either a check stub or letter providing information about why the check is being issued. The verbiage on the stub/letter should be based on both standard language and free-form input in the system.
71	FI-ADJ-30	Fed Req.: N Priority: 3 Gap Rating: 5	Based on escheatment policy guidelines provide the capability to process /release undistributed collections.

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FINANCIAL ACCOUNTING REQUIREMENTS			
72	FI-FAC-4	Fed Req.: Y Priority: 5 Gap Rating: 1	The system, or an auxiliary financial system, must provide documentation needed to obtain and verify claims for Federal financial participation (FFP) and to facilitate the payment, receipt, and distribution of incentive payments by: 1. Maintaining data on collections and administrative costs. 2. Maintaining information on the receipt of incentive payments. 3. Performing calculations needed to determine Title IV-D's share of administrative costs.
73	FI-FAC-12	Fed Req.: N Priority: 5 Gap Rating: 5	Regularly report identified financial activities (e.g., exceptions, high priority activities, etc.)
74	FI-FAC-13	Fed Req.: N Priority: 3 Gap Rating: 5	Ability to record information about checks that cannot be deposited and the reason why it cannot be deposited.
FINANCIAL RECOUPMENT REQUIREMENTS			
75	FI-RCP-6	Fed Req.: N Priority: 5 Gap Rating: 5	Send Recoupment Notice and Recoupment coupons to the entity from whom the recoupment is due.
76	FI-RCP-7	Fed Req.: N Priority: 5 Gap Rating: 5	Flag cases and members from whom recoupment has been initiated.
77	FI-RCP-10	Fed Req.: N Priority: 5 Gap Rating: 3	Support recoupment to be made in installments (such as a periodic recovery that could be based on either a \$ amount or a % of the check towards recovery). This will impact disbursement and may have policy implications.
78	FI-RCP-11	Fed Req.: N Priority: 5 Gap Rating: 5	Support functionality makes direct deductions for IV-A recoupment from the monthly payment being made to IV-A each month. Such deductions should be supported by a monthly statement that includes what is owed to IV-A for the current month and monies owed by IV-A (by way of adjustments) during the month. This would need changes in policies and the consensus of the IV-A agency.
GENERAL RECOUPMENT REQUIREMENTS			
79	FI-GEN-1	Fed Req.: N Priority: 5 Gap Rating: 5	Provide comprehensive real-time Financial Profile of each case and each member. Include presentation of classified notes (that could be filtered), receipt history, disbursement history, adjustments, etc. in one view per Member/case or combination of all.

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80	FI-GEN-6	Fed Req.: N Priority: 5 Gap Rating: 5	Allow certain (predefined) financial activity to continue on a closed case without having to reopen the case.
CASE MANAGEMENT IN ORDER AND APPLICATION PROCESSING – FUNCTIONAL REQUIREMENTS			
81	CM-ORD-1	Fed Req.: N Priority: 5 Gap Rating: 2	Track the receipt of court orders to ensure that applications are sent out (where required) within the federally-mandated 5-day timeframe.
82	CM-ORD-2	Fed Req.: N Priority: 5 Gap Rating: 5	Automatically send out the application upon receipt of the Order, where applicable.
83	CM-ORD-3	Fed Req.: N Priority: 5 Gap Rating: 5	In situations where applications cannot be sent out automatically, alert and remind the appropriate worker/office until the application has been sent out.
84	CM-ORD-4	Fed Req.: N Priority: 5 Gap Rating: 3	Track the number of applications per worker and per office at the following levels: - Number of applications received - Number of applications reviewed (touched) - Number of applications pending - Number of applications processed - Number of applications returned based on court order - Number of applications that pertain to "good cause" cases.
85	CM-ORD-5	Fed Req.: N Priority: 5 Gap Rating: 5	Track the date and time of occurrence of each activity to facilitate determining Average time to taken to complete each task/step and aid the Management in realistic goal setting and planning.
86	CM-ORD-6	Fed Req.: N Priority: 5 Gap Rating: 5	Automatically suspend applications for 'good cause'.
87	CM-ORD-7	Fed Req.: N Priority: 5 Gap Rating: 3	Track and report the source of applications ('where' the application originated; e.g. TANF, IV-E, etc.)
88	CM-ORD-9	Fed Req.: N Priority: 5 Gap Rating: 5	Provide transfer functionality within the new NECSES from one office to another office, where appropriate. The system should also alert the new worker.
89	CM-ORD-14	Fed Req.: N Priority: 5 Gap Rating: 5	Incorporate business rules for validating applications and identifying discrepancies in the applications. This should also be done at source (whether the source is self-service via the web or worker-entered).

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90	CM-ORD-17	Fed Req.: N Priority: 5 Gap Rating: 5	Track trends to facilitate resource planning.
CASE MANAGEMENT DURING CASE INITIATION			
91	CM-CIN-3	Fed Req.: N Priority: 5 Gap Rating: 5	Automatically setup base case (shell) based on self service applications received via the web.
92	CM-CIN-8	Fed Req.: N Priority: 5 Gap Rating: 5	Include workflow to allow worker to complete a checklist to indicate that case setup activities have been completed.
93	CM-CIN-9	Fed Req.: N Priority: 5 Gap Rating: 5	Integrate with Document Management & Imaging so that all documents associated with case/application can be electronically filed and easily accessed when reviewing the case/ application (aim at building paperless case files).l
CASE MANAGEMENT DURING LOCATE			
94	CM-LOC-5	Fed Req.: N Priority: 5 Gap Rating: 5	Incorporate a web-based self-service component that allows a client, a payor or an employer the ability to enter a new address. Such input should be treated as another set of Locate sources.
95	CM-LOC-10	Fed Req.: N Priority: 5 Gap Rating: 5	Initiate automatic closure of cases when Federal Locate criteria/requirements have not been met.
96	CM-LOC-12	Fed Req.: N Priority: 5 Gap Rating: 4	Track and report on timeframes for successful actions upon confirmation.
97	CM-LOC-14	Fed Req.: N Priority: 5 Gap Rating: 5	Include the ability to query cases by Address type and Location.
CASE MANAGEMENT DURING ESTABLISHMENT			
98	CM-EST-2	Fed Req.: N Priority: 5 Gap Rating: 5	Automate workflows and assignments for the next action, once the presence of a 'serviceable' address has been detected.
99	CM-EST-3	Fed Req.: N Priority: 5 Gap Rating: 5	Flag addresses that were not 'serviceable' and provide the ability to query and lookup cases that do not have a 'serviceable' address.

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100	CM-EST-4	Fed Req.: N Priority: 5 Gap Rating: 3	Record timeframes and priorities for completion of tasks to establish Paternity and Support Orders.
101	CM-EST-5	Fed Req.: N Priority: 5 Gap Rating: 3	Monitor activities to assess if established timeframes are being met.
102	CM-EST-10	Fed Req.: N Priority: 5 Gap Rating: 4	Track the number of cases by status at different levels (worker, office, etc.). Provide authorized users with access to these numbers. This tracking would include but not be limited to: <ul style="list-style-type: none"> - Number of cases pending assignment (to worker). - Number of assigned cases. - Number of cases awaiting completion of Blood Testing. - Number of cases that are not yet referred to Legal - Number of cases referred to Legal - Number of cases accepted by Legal - Number of cases pending action based on Legal Referral. - Breakup of the disposition of cases referred to Legal.
103	CM-EST-12	Fed Req.: N Priority: 5 Gap Rating: 5	Provide tools to capture interview information on a real time basis.
104	CM-EST-14	Fed Req.: N Priority: 5 Gap Rating: 5	Recognize when a case changes from TANF to non-TANF (or vice-versa) and automatically initiate next action (based on business rules). Alert the worker and Legal of the change in the TANF status of the case.
CASE MANAGEMENT DURING ENFORCEMENT			
105	CM-ENF-2	Fed Req.: N Priority: 5 Gap Rating: 4	Case Maintenance activities should be automated for cases that pay regularly.
106	CM-ENF-6	Fed Req.: N Priority: 5 Gap Rating: 5	Alert the worker and/or supervisor when data discrepancies are uncovered between the system's data and the data received through an interface.
107	CM-ENF-8	Fed Req.: N Priority: 5 Gap Rating: 3	Present workers with a prioritized list of cases that need to be scheduled with the Courts.
108	CM-ENF-13	Fed Req.: N Priority: 5 Gap Rating: 4	Incorporate dynamic case assignment (the flexibility to move caseload assignments). Assignments should be permissible by various categories including alpha splits, activity based splits, skills-based splits, load-based splits, etc.ii

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CASE MANAGEMENT DURING CASE CLOSURE			
109	CM-CLO-3	Fed Req.: N Priority: 5 Gap Rating: 2	Capable of identifying cases eligible for case closure.
110	CM-CLO-4	Fed Req.: N Priority: 5 Gap Rating: 2	Alert workers when their respective cases meet the case closure criteria.
111	CM-CLO-5	Fed Req.: Y Priority: 5 Gap Rating: 3	Provide for supervisory review of cases prior to closure and notify the caseworker of case closure actions.
112	CM-CLO-6	Fed Req.: N Priority: 5 Gap Rating: 5	The system should not allow the closure of a case when there are pending financial events (money on hold, bad checks, etc) associated with a case.
113	CM-CLO-7	Fed Req.: N Priority: 5 Gap Rating: 5	The system should not allow the closure of a case when there are outstanding items such as recoupment from the client.
114	CM-CLO-9	Fed Req.: N Priority: 5 Gap Rating: 5	The system should place incoming receipts on hold when a case meets the Case Closure Criteria.
115	CM-CLO-14	Fed Req.: N Priority: 5 Gap Rating: 1	Automatically start pre-closure if there has been no response to an Emancipation Letter for the last child on a case with an ongoing obligation and zero arrears.
116	CM-CLO-15	Fed Req.: N Priority: 5 Gap Rating: 3	Automatically initiate all case closure actions that do not need worker intervention. Present the worker with a checklist of all actions to be taken to close the case. Include status of system-initiated checklist items. For actions that need worker action, present respective timeframes.
117	CM-CLO-16	Fed Req.: N Priority: 5 Gap Rating: 5	Automatically close cases where no further actions are needed to close the case.



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CASE MANAGEMENT AT THE WORKER LEVEL			
118	CM-WRK-4(b)	Fed Req.: N Priority: 5 Gap Rating: 3	Present each worker with a prioritized list of worker specific tasks for use as the primary source for managing individual caseloads effectively / efficiently. The list should include features such as: - Custom settings for workers who choose to not to use the default presentation of the Task List. Setting would include factors such as: - Number of entries per page - Content of (entries in) task list - Order in which task list entries are presented - Threshold for alerts pertaining to different exception situations - Alert Notification timeframes
119	CM-WRK-4(c)	Fed Req.: N Priority: 5 Gap Rating: 3	Present each worker with a prioritized list of worker specific tasks for use as the primary source for managing individual caseloads effectively / efficiently. The list should include features such as: - Save, Re-use & Share of frequently used queries
120	CM-WRK-6	Fed Req.: N Priority: 5 Gap Rating: 4	Alert worker regarding related activities that may directly or indirectly impact the disposition of a task at hand.
121	CM-WRK-9	Fed Req.: N Priority: 5 Gap Rating: 5	Compute and present Performance Assessment Measures of expected vs. actual performance.
122	CM-WRK-10	Fed Req.: N Priority: 5 Gap Rating: 5	Provide performance alerts when certain performance thresholds have either been reached or not been reached at a in a predefined timeframe. Supervisors should be able to access these for each of their workers.
123	NEW		Need the ability to delegate alerts.
124	NEW		Need the ability to escalate alerts to a supervisor.
CASE MANAGEMENT AT THE FUNCTIONAL LEVEL			
125	CM-FNC-1	Fed Req.: N Priority: 5 Gap Rating: 5	Monitor and track activities across each functional area to determine performance, outstanding workloads, and anticipated workloads/ resource requirements for the functional area.

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126	CM-FNC-2	Fed Req.: N Priority: 5 Gap Rating: 5	Performance Monitors should include: Function-specific aggregates and averages such as: - Number of Supervisory Reviews; - Number of Enforcement Remedies; - Average activity times - such as length of time (on an average) to complete a good locate; - Effectiveness of a remedy; - Report on incorrect activity (based on business rules to detect potential abnormalities);
127	CM-FNC-3	Fed Req.: N Priority: 5 Gap Rating: 4	Workload assessments should include function-specific totals such as: - Number of outstanding paternity establishment cases. - Tasks that must be completed in the upcoming period (day /week /month /etc.).
CASE MANAGEMENT AT THE DIVISIONAL OFFICE LEVEL			
128	CM-OFF-1	Fed Req.: N Priority: 5 Gap Rating: 5	All of the Case Management activities listed at the worker level should be adapted at the DO level so that supervisors have functionality including but not limited to: - Task Driven Alerts for escalated tasks and other task types for which alerts are specifically requested; - Accessibility to a consolidated view of actions needed by function; - Workflows pertaining to supervisory approvals, etc.; - Worker task list(s) that pertains to the Supervisor, the DO in general, and each of the DO workers; - Alerts regarding related activities;
129	CM-OFF-2	Fed Req.: N Priority: 5 Gap Rating: 5	Include automatic assignments of cases/tasks based on business rules for each DO (including but not limited to skills-based assignment).
130	CM-OFF-3	Fed Req.: N Priority: 5 Gap Rating: 5	Include supervisor-initiated Assignment/ Reassignment (both temporary & permanent) of cases/tasks based on either a specific set.
131	CM-OFF-5	Fed Req.: N Priority: 5 Gap Rating: 5	Automatically route data gathered through self-service modules to the appropriate DO (example, if a CP files a 725 application on the web, business rules must be incorporated to route the application to the appropriate DO for processing).
132	CM-OFF-7	Fed Req.: N Priority: 5 Gap Rating: 4	Allow regional administrator to accept/ deny case reallocation & transfer requests made by another DO.
133	CM-OFF-8	Fed Req.: N Priority: 5 Gap Rating: 4	Track Worker Performance Measures based on predefined metrics.

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134	CM-OFF-9	Fed Req.: N Priority: 5 Gap Rating: 4	Track DO Performance Measures based on pre-defined metrics.
135	CM-OFF-10	Fed Req.: N Priority: 5 Gap Rating: 5	Provide for performance comparisons with other DOs, and among workers.
136	CM-OFF-11	Fed Req.: N Priority: 5 Gap Rating: 5	Include Performance Alerts to proactively notify the supervisor of the potential danger that some goals may not be met (e.g., not reached 80% of annual goal level 30 days prior to annual evaluation date).
CASE MANAGEMENT AT THE MANAGEMENT/DCSS LEVEL			
137	CM-MGT-1	Fed Req.: N Priority: 5 Gap Rating: 5	Incorporate Performance Monitoring to track status relative to key performance indicators.
138	CM-MGT-2	Fed Req.: N Priority: 5 Gap Rating: 5	Include alerts to notify management when certain tolerance thresholds are reached. These could be to alert the Management that certain goals are not likely to be met, etc.
139	CM-MGT-3	Fed Req.: N Priority: 5 Gap Rating: 5	Provide capability to easily drill down to a detailed level in order to examine the cause for a particular value of a specific metrics (e.g., why were only 2 of the 10 cases sent by worker/DO to Legal received back?)
CASE MANAGEMENT PERTAINING TO AUTO REVIEW & ADJUSTMENT			
140	CM-ARA-7	Fed Req.: Y Priority: 5 Gap Rating: 3	Generate all legal documents, forms, and letters necessary to complete the review and adjustment process.
GENERAL REQUIREMENTS FOR CASE MANAGEMENT			
141	CM-GEN-15	Fed Req.: Y Priority: 5 Gap Rating: 5	Include the capability for automated Self-Assessment (based on a random selection of cases) at all organizational levels.
ESTABLISHING PATERNITY & CHILD SUPPORT ORDER - FUNCTIONALITY REQUIREMENTS			
142	ES-PSO-1	Fed Req.: Y Priority: 5 Gap Rating: 4	Automatically track, monitor, and report on the status of paternity establishment and support Federal regulations and State laws and procedures for establishing paternity.
143	ES-PSO-3	Fed Req.: Y Priority: 5 Gap Rating: 5	Initiate actions for the establishment of paternity, including administrative establishment of paternity, for all cases in which paternity has not yet been established.
144	ES-PSO-9	Fed Req.: Y Priority: 5 Gap Rating: 4	Automatically generate completed administrative or judicial documents which are required to establish paternity. The date and type of documents generated must be automatically entered in the case record.

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145	ES-PSO-11	Fed Req.: N Priority: 4 Gap Rating: 5	Accept and record details of worker requests for Legal Referrals. Alert Legal when such requests have been validated and accepted.
146	ES-PSO-19	Fed Req.: N Priority: 4 Gap Rating: 2	Capture details of Court Hearing notices and include in worker/Legal calendar.
147	ES-PSO-31	Fed Req.: Y Priority: 2 Gap Rating: 5	If the court/ administrative authority dismiss a support order petition without prejudice, the system must set a code in the automated case record must indicating the reason for dismissal. In such cases, the IV-D agency must determine a date when it would be appropriate to re-seek an order and enter this date into the case record. Automatically re-initiate action to obtain a support order at that time.
148	ES-PSO-40	Fed Req.: N Priority: 3 Gap Rating: 5	Provide the ability for CP & NCP to view status & history of order information on the web.
ESTABLISHMENT MEDICAL SUPPORT ORDER - FUNCTIONAL REQUIREMENTS			
149	ES-MSO -7	Fed Req.: N Priority: 4 Gap Rating: 5	Provide a Web-based self-service module for NCP to complete Form 723 - Health Insurance Questionnaire online. Include business rules to validate data entered, suggest alternatives when discrepancies are identified.
REGISTRATION OF FOREIGN ORDERS - BOTH PARTIES IN-STATE			
150	NEW		Both parties are in NH and the CP applies for services. The order is from another state. Workflow needs to be created to track this process.
NCP SERVICES - FUNCTIONAL REQUIREMENTS			
151	ES-NCP-3	Fed Req.: N Priority: 4 Gap Rating: 5	Set up the case record, if the request pertains to establishing paternity.
152	ES-NCP-4	Fed Req.: N Priority: 5 Gap Rating: 2	The worker is required to research AOP and / or Department of Vital Statistics to determine if there is a claim of paternity for the child included in the 725a. The worker must be required to enter this information in the system along with the source of this information.
153	ES-NCP-9	Fed Req.: N Priority: 4 Gap Rating: 5	Automatically notify the CP of NCP request for services that have not been denied based on preliminary findings.
154	ES-NCP-10	Fed Req.: N Priority: 4 Gap Rating: 3	Provide ability to record details of CP's consent for testing or objection to proceed, as applicable.

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CENTRAL REGISTRY - FUNCTIONAL REQUIREMENTS			
155	ES-R&A-2	Fed Req.: N Priority: 5 Gap Rating: 5	Monitor cases on a daily basis to identify those that are eligible for R&A.
156	ES-R&A-4	Fed Req.: N Priority: 4 Gap Rating: 2	Ability to record the details of Financial Affidavit for R&A. Automatically initiate the R&A process and provide the worker with the information needed to make a determination about the new obligation amount.
157	ES-R&A-5	Fed Req.: N Priority: 4 Gap Rating: 2	Ability to follow business rules to automatically determine the new obligation amount based on data provided on the Financial Affidavits and notifies the worker for their review and approval.
158	ES-R&A-6	Fed Req.: N Priority: 4 Gap Rating: 3	Ability to record the Obligation amount entered by the worker and any related remarks.
159	ES-R&A-7	Fed Req.: N Priority: 4 Gap Rating: 5	Automatically determine eligibility for Order modifications based on prevailing rules (presently, the case is eligible for Order Modification if the new amount exceeds differs (+ / -) from the old amount by either 20% or \$50).
GENERAL REQUIREMENTS FOR ESTABLISHMENT - FUNCTIONAL REQUIREMENTS			
160	ES-GEN-3	Fed Req.: N Priority: 5 Gap Rating: 4	Easy access from application interface to commonly used sites (such court system, policy, federal website for looking up Action Transmittals).
161	ES-GEN-4	Fed Req.: N Priority: 4 Gap Rating: 4	Provide limited access to authorized external trusted partners such as Courts, Probation & Parole, etc.
162	ES-GEN-6	Fed Req.: N Priority: 4 Gap Rating: 5	Users' access rights to all documents should be guided by the user's authorization level and the classification of the document.
163	ES-GEN-7	Fed Req.: N Priority: 4 Gap Rating: 5	Automatically present worker with a To Do list (WRKL screen) for the day on login.

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ENFORCEMENT MONITORING			
164	EN-MON-7	Fed Req.: N Priority: 5 Gap Rating: 4	Monitor case financials and automatically respond to situations that include but are not limited to the following: - Withholding issued and no initial payment received within time frame established by business rules. - Withholding in effect and less than full amount received. - Withholding in effect and payments cease In all such situations, automatically send notice to the employer and alert the worker.
165	EN-MON-8	Fed Req.: N Priority: 5 Gap Rating: 5	Monitor case financials and automatically respond to situations where the Withholding includes arrears payment and arrears become zero. In this situation, automatically issue new withholding that does not include arrears payment.
166	EN-MON-9	Fed Req.: N Priority: 5 Gap Rating: 5	Monitor case financials and automatically respond to situations where Withholding is in effect with no arrears payment and arrears that greater than one month of obligation develop. In this situation, automatically issue new withholding including arrears payment.
167	EN-MON-11	Fed Req.: Y Priority: 5 Gap Rating: 4	Monitor Locate information and recognize and respond to newly verified information such as employer, asset, license etc. and automatically initiate Enforcement action as required.
168	EN-MON-12	Fed Req.: N Priority: 3 Gap Rating: 5	Monitor compliance with provisions of agreements reached during various Enforcement processes such as Pre Show Cause, Show Cause, Credit Reporting etc.; and report noncompliance to the worker.
169	EN-MON-13	Fed Req.: Y Priority: 5 Gap Rating: 3	Monitor all timeframes on Notices in accordance with business rules.
170	EN-MON-14	Fed Req.: N Priority: 5 Gap Rating: 3	Identify all children who are one month from 18th birthday / anticipated emancipation date and generate letter for information to CP and alert the worker.
171	EN-MON-15	Fed Req.: N Priority: 5 Gap Rating: 5	Provide query, filter and sort tools for users to access up-to-date compliance and enforcement information (including but not limited to current actions being taken on a case, status of the actions, pending actions, case worker action history, summary of case events etc.)
ENFORCEMENT – INCOME ASSIGNMENTS			
172	EN-INX-2	Fed Req.: Y Priority: 5 Gap Rating: 4	Automatically calculate withholding amount (based on current obligations and arrears due). Must follow federal rules and guidelines in calculating withholding amount.



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173	EN-INX-9	Fed Req.: Y Priority: 5 Gap Rating: 5	Monitor payments based on order cycle, ordered amount, amount received and payroll cycle to determine if full amount is being remitted. Alert the Enforcement worker when the correct amount is not being received.
174	EN-INX-10	Fed Req.: N Priority: 5 Gap Rating: 5	Send Notice to employer if less than full amount is remitted
175	EN-INX-12	Fed Req.: N Priority: 5 Gap Rating: 5	Provide for worker input that less than full amount being remitted due to Consumer Protection limitations.
176	EN-INX-13	Fed Req.: Y Priority: 5 Gap Rating: 5	In monitoring for payments, bypass cases with indicator of Consumer Protection limits causing insufficient remittance.
177	EN-INX-14	Fed Req.: Y Priority: 5 Gap Rating: 4	Automatically generate delinquency aging reports to monitor obligor and employer compliance with withholding orders.
178	EN-INX-17	Fed Req.: N Priority: 5 Gap Rating: 5	Proactively recognize zero arrears (using a threshold values) and issue new wage withholding accordingly
179	EN-INX-18	Fed Req.: N Priority: 5 Gap Rating: 5	Record date and other details of Employer Termination Letters and automatically send out notice to NCP reminding of his/her responsibility to make payments towards Child Support obligations.
180	NEW		Ability to generate and send a Lump Sum Wage Withholding notice for past claims. Ability to subsequently initiate Wage Withholding action for periodic payments. Exclude Social Security Disability from Wage Withholding action if NCP is receiving SSI and SSD.
181	NEW		System should generate an alert to the worker when wage receipts are received and no open EHS record exists.
182	NEW	Fed Req.: N Priority: 2 Gap Rating: 5	Activity Chain Remedy Level Exclusions
183	NEW	Fed Req.: N Priority: 2 Gap Rating: 5	IIWO Activity Chain Enhancements
ENFORCEMENT - UNEMPLOYMENT COMPENSATION BENEFIT (UIB) INTERCEPT			
184	EN-UCB-3	Fed Req.: Y Priority: 4 Gap Rating: 5	Automatically generate standard withholding documents for UCB coordinator's approval and submission to NHES.

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185	EN-UCB-4	Fed Req.: Y Priority: 4 Gap Rating: 5	Automatically generate Assignment of UCB (higher Withholding Consent form) to be sent to NCP.
186	EN-UCB-5	Fed Req.: Y Priority: 4 Gap Rating: 5	Record receipt of consent form and automatically calculate new withholding, and generate UCB withholding documents for UCB coordinator's approval and submission to NHES.
187	EN-UCB-6	Fed Req.: Y Priority: 4 Gap Rating: 5	Monitor to see if NHES submits payment and notify worker if no payment received. Notifications would include:la. No payments have been received through the UCB withholding.lb. Payments from UCB withholding have ceased.
188	NEW		Alert the worker whenINCP stopped receiving unemployment compensation, and INCP started receiving benefits again after stopping for some time.
189	EN-UCB-7	Fed Req.: Y Priority: 4 Gap Rating: 5	Recognize when NCP has no arrears and no current support due and generate Suspend Withholding Notice for UCB coordinator's approval and submission to NHES.
190	EN-UCB-10	Fed Req.: Y Priority: 4 Gap Rating: 5	Recognize which cases have UCB IA in place and apply collections automatically.
ENFORCEMENT - LIENS			
191	NEW		Initiate wage withholding and lien enforcement actions for a workman's compensation claim.
192	NEW		System will generate lien specific forms to the NCP, Asset holder, and the secretary of state.
ENFORCEMENT - BONDS			
193	EN-BON-1	Fed Req.: Y Priority: 1 Gap Rating: 5	Produce an advance notice that informs the NCP of: (1.) Delinquency of the support payment and the requirement of posting security, bond, or guarantee (2.) His/her rights and the methods available for contesting the impending action.
194	EN-BON-2	Fed Req.: Y Priority: 1 Gap Rating: 5	Automatically generate the required documentation and notify the caseworker to offset the bond when the current support payment is not received.
195	EN-BON-3	Fed Req.: Y Priority: 1 Gap Rating: 5	Automatically generate the required documentation and notify the caseworker to restore the bond when the past-due support is received.

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ENFORCEMENT - LOTTERY INTERCEPT			
196	EN-LOT-1	Fed Req.: Y Priority: 2 Gap Rating: 5	Capable of processing a Lottery Winners file, detecting matches with delinquent obligors and initiating the lottery intercept enforcement remedy by producing the necessary documents needed to withhold child support from the lottery winnings.
197	EN-LOT-2	Fed Req.: Y Priority: 2 Gap Rating: 5	Track and produce the necessary documents to resolve the intercept.
198	EN-LOT-3	Fed Req.: N Priority: 2 Gap Rating: 5	Include interface for the Lottery Commission to: (a.) Query the system for the presence of an SSN (b.) Enter SSN, date/type of lottery and amount of winning for SSNs that are in the system.
199	EN-LOT-4	Fed Req.: N Priority: 2 Gap Rating: 5	Automatically record details of lottery for NCP's who owe arrears.
200	EN-LOT-5	Fed Req.: N Priority: 2 Gap Rating: 5	Include interface for Customer Services worker to record details of lottery for NCP's who owe arrears.
201	EN-LOT-6	Fed Req.: N Priority: 2 Gap Rating: 5	Produce notification to the Lottery Commission with the amount to be intercepted from an NCP.
202	EN-LOT-7	Fed Req.: N Priority: 2 Gap Rating: 5	Accept the Lottery Intercept funds and automatically prorated and apply to the NCP's case(s) (based on business rules) without special handling.
ENFORCEMENT - PRE SHOW CAUSE			
203	EN-PRE-1	Fed Req.: N Priority: 3 Gap Rating: 1	Schedule Pre-Show Cause Hearings and record date, time and place.
204	EN-PRE-3	Fed Req.: N Priority: 3 Gap Rating: 3	Ability to record outcome of Pre-Show Cause Hearings (No Show, No Agreement, Agreement reached)
205	EN-PRE-4	Fed Req.: N Priority: 3 Gap Rating: 5	Initiate Show Cause hearing if No Show or No Agreement
206	EN-PRE-5	Fed Req.: N Priority: 3 Gap Rating: 5	Ability to record details of Agreements reached during hearing.
207	EN-PRE-6	Fed Req.: N Priority: 3 Gap Rating: 5	Generate completed Agreement Form for NCP signature.
208	EN-PRE-7	Fed Req.: N Priority: 3 Gap Rating: 5	Monitor Alert the worker after 30 days to check for compliance with Agreement terms and report non-compliance.

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ENFORCEMENT - SHOW CAUSE - - FUNCTIONAL REQUIREMENTS			
209	EN-SHO-1	Fed Req.: N Priority: 5 Gap Rating: 5	Identify cases that may be eligible for Show Cause Hearing according to business rules; and alert the worker.
210	EN-SHO-2	Fed Req.: N Priority: 1 Gap Rating: 5	Accept Initiate Show Cause requests from the worker.
211	EN-SHO-3	Fed Req.: N Priority: 5 Gap Rating: 5	Generate all necessary documents to file Show Cause action for the worker to modify and finalize online.
212	NEW		Add address verification as an optional first step in pre show-cause and show-cause workflow. This step should be used if the address has not been verified in the last 60 days,
213	EN-SHO-4	Fed Req.: N Priority: 5 Gap Rating: 5	Generate all necessary final documents to be submitted to the courts to request a Show Cause Hearing.
214	EN-SHO-5	Fed Req.: N Priority: 5 Gap Rating: 1	Provide for recording of date, place and time of court hearing.
215	EN-SHO-6	Fed Req.: N Priority: 5 Gap Rating: 5	Provide for recording dates & outcomes of attempts to serve NCP.
216	EN-SHO-7	Fed Req.: N Priority: 5 Gap Rating: 5	Generate a completed Agreement Form and provide for recording of terms of any Agreement reached prior to Hearing.
217	EN-SHO-8	Fed Req.: N Priority: 5 Gap Rating: 4	Provide for recording details of an Order that resulted from the Hearing.
218	EN-SHO-9	Fed Req.: N Priority: 5 Gap Rating: 3	Provide for recording details of all actions requested to the Courts. Actions would include but not be limited to: - Motion to Withdraw, Motion for Continuance, Motion for Capias, Request for failure to comply.
219	EN-SHO-10	Fed Req.: N Priority: 5 Gap Rating: 5	Monitor Alert worker after 30 days to check for compliance with agreement and report non compliance.
220	NEW		There could be a "Further show cause (review hearing)" sometimes in the show cause workflow. This means the show-cause process is not complete and another hearing is needed. Ability to accommodate this functionality in the workflow.
221	EN-SHO-11	Fed Req.: N Priority: 5 Gap Rating: 3	Provide for recording date, time and place of all court hearings and provide alert as the dates approach.

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ENFORCEMENT - SHOW CAUSE - NON FUNCTIONAL REQUIREMENTS			
222	New		The group expressed the desire to include the "seek work" option either included in the form that is generated in the Pre Show Cause or Show Cause hearing results (order).
ENFORCEMENT - CRIMINAL NON SUPPORT			
223	EN-CRM-1	Fed Req.: Y Priority: 2 Gap Rating: 5	Enable the worker to manually start the remedy on cases that may need Criminal Non-Support.
224	NEW		Upon worker request, generate the document(s) to CP, and alert the worker after 30 days to check for response.
225	EN-CRM-2	Fed Req.: N Priority: 2 Gap Rating: 4	If the client cooperates, then Record request for Legal Referral for Criminal Non-Support and alert Legal. If the client does not cooperate or does not respond, then close the remedy.
226	EN-CRM-3	Fed Req.: N Priority: 2 Gap Rating: 5	Record rejection of Legal Referral for Criminal Non-Support and alert worker.
227	EN-CRM-4	Fed Req.: N Priority: 2 Gap Rating: 5	Record details of Legal's decision to pursue case for Criminal Non-Support and alert worker.
228	EN-CRM-5	Fed Req.: N Priority: 2 Gap Rating: 5	Automatically produce all documents necessary to pursue case for Criminal Non-Support and alert worker.
229	EN-CRM-6	Fed Req.: N Priority: 2 Gap Rating: 5	Record details of final order from the court.
230	EN-CRM-7	Fed Req.: N Priority: 2 Gap Rating: 5	Track and record all events in processing this remedy.
ENFORCEMENT - IRS FULL COLLECTION			
231	EN-IRS-1	Fed Req.: Y Priority: 1 Gap Rating: 5	Automatically identify those cases in which: (a.) A court or administrative order for support has been issued (b.) The amount to be collected under the support order is at least \$750 in arrears (c.) At least six months has elapsed since the last request for referral to the Secretary of the Treasury (d.) The case has an assignment of support rights or an application for child support services (e.) Reasonable efforts to collect support through all other mechanisms have been made by the IV-D agency, client, or client's representative.

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232	EN-IRS-2	Fed Req.: Y Priority: 1 Gap Rating: 5	Support enforcement through IRS full collection services when previous enforcement attempts have failed
233	EN-IRS-3	Fed Req.: Y Priority: 1 Gap Rating: 5	Maintain information necessary to submit a request for IRS full collection services, including: (a.) The non-custodial parent's name, Social Security Number, address, and place of employment (b.) Amount owed under support orders (c.) Amounts previously referred to IRS for collection (d.) Dates of previous referrals to IRS for collection (e.) Previous enforcement actions taken in the case and the reasons for failure (f.) Information about the non-custodial parent's income and assets, including their nature and location if known (g.) Source of information h. Date information was verified
234	EN-IRS-4	Fed Req.: Y Priority: 1 Gap Rating: 5	Support the notification of the appropriate ACF Regional Office of changes to the amount of support due, the nature or location of assets, or address of the debtor.
ENFORCEMENT - MEDICAL SUPPORT			
235	EN-MED-1	Fed Req.: Y Priority: 5 Gap Rating: 5	Electronically interface with the State Title XIX system to automatically exchange information required to enforce the medical support provisions of an order.
236	EN-MED-2	Fed Req.: Y Priority: 5 Gap Rating: 5	Automatically generate documents needed to enforce medical support provisions.
237	EN-MED-3	Fed Req.: Y Priority: 5 Gap Rating: 5	Alert the caseworker when information required to fulfill a medical support order has not been received, and automatically generate required documents to secure the information.
238	EN-MED-4	Fed Req.: Y Priority: 5 Gap Rating: 5	Automatically monitor employer and non-custodial parent compliance with ordered medical support provisions and prompt needed caseworker action when there is a failure to comply with such orders.
239	EN-MED-5	Fed Req.: Y Priority: 5 Gap Rating: 5	Periodically exchange data electronically with the State Title XIX agency to determine if there have been lapses in health insurance coverage.
240	EN-MED-6	Fed Req.: Y Priority: 5 Gap Rating: 5	At least once, request employers and other groups offering health insurance coverage to notify the IV-D agency of changes and/or lapses in health insurance coverage.
241	NEW		When employment terminates, and the MEDI record is closed then a notice should go out to the CP about termination of the coverage.

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ENFORCEMENT - REGISTRATION OF ORDER			
242	EN-REG-2	Fed Req.: Y Priority: 5 Gap Rating: 5	Generate all documents necessary to Register an Order.
243	EN-REG-3	Fed Req.: Y Priority: 5 Gap Rating: 5	Arrears calculation must be produced in the Federally mandated format. Use both system data and user input data, as needed in carrying out calculations.
244	EN-REG-5	Fed Req.: Y Priority: 5 Gap Rating: 5	Continue to monitor these cases for compliance.
ENFORCEMENT - MISTAKE OF FACT			
245	NEW		Regenerate the letter every 6 months (September and January) if the child is still not emancipated.
ENFORCEMENT - CASE CLOSURE			
246	EN-CLO-1	Fed Req.: Y Priority: 5 Gap Rating: 5	Identify cases eligible for case closure according to business rules.
247	EN-CLO-4	Fed Req.: Y Priority: 5 Gap Rating: 5	Notify worker of case closure and provide for supervisory review of cases subject to case closure.
248	EN-CLO-6	Fed Req.: Y Priority: 5 Gap Rating: 5	Automatically close outstanding issues internally, where possible. Automatically terminate outstanding external issues such as withholding, liens, revocations and passport denial.
249	EN-CLO-7	Fed Req.: Y Priority: 5 Gap Rating: 5	Provide worker with a checklist of outstanding items that need their attention prior to Case Closure
250	EN-CLO-8	Fed Req.: Y Priority: 5 Gap Rating: 5	Capture and track the status of outstanding issues and associate a Reason Code with each issue that is closed.
251	EN-CLO-10	Fed Req.: Y Priority: 5 Gap Rating: 5	Ability to deal with unresolved financial issues such as held monies or recoupments after case closure, without having to reopen the case.
ENFORCEMENT - GENERAL REQUIREMENTS			
252	EN-GEN-10	Fed Req.: N Priority: 5 Gap Rating: 5	Capable of reporting on Case history from the perspective of the effectiveness of attempted remedies on each case.
253	NEW		If the case is a current assistance case (TANF or Federally funded foster care), but the NCP is on SSI or any kind of cash assistance, then all enforcement remedies should automatically suspend on the case. Also, the case must stop accruing.



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254	NEW - GENERAL		If the case is a non-public assistance case with NCP on SSI or some kind of cash assistance, then enforcement remedies must stop but the case must continue to accrue.
255	NEW		When both the NCP and DP(s) are receiving SSI or cash assistance: Non TANF case, suspend enforcement but accruals continue! TANF or IV-E case, suspend enforcement and stop the accruals.
OPERATIONAL REPORTS			
256	RP-OPR-1	Fed Req.: N Priority: 5 Gap Rating: 4	<i>Exception Reports:</i> Timely reports to the worker (and supervisor, based on the extent of the exception) indicating exception situations that need immediate attention. These would also include time sensitive exception reporting to the Supervisor when certain types of alerts go out to the worker. Such reports would identify 'time sensitive' activities performed by workers, to aid supervisors in proactively ensuring that required activities are being completed on time. Examples of exceptions would be when money cannot go into a case, on receipt of bad check, when a member's address changes too frequently, etc.
257	RP-OPR-2	Fed Req.: N Priority: 5 Gap Rating: 5	<i>Proactive Reports/ Action Reports:</i> Potential upcoming activities that could require action by the worker. These reports would present upcoming event specific activities such as arrears being paid off, emancipation, etc. This category of reports would also include a proactive view of financial activities to help stay ahead of phone calls (e.g. list of cases that did not distribute/ disburse money last night).
258	RP-OPR-3	Fed Req.: N Priority: 5 Gap Rating: 4	<i>Financial Tracking reports:</i> Provide the status of financial activities at various levels: Case level, member level, account level, 'bucket' level, etc. for each District Office as well as across all District offices.
259	RP-OPR-6	Fed Req.: N Priority: 5 Gap Rating: 3	<i>Standardized financial reporting.</i> This would include reports such as General Ledger. Reports under this category would include but not be limited to: - General ledger Reports- Bank reconciliation (for the Office of Finance) - Bank reconciliation with the DO's banks - Variance Reports with drill down capability (e.g., access to the details of the General Ledger) for analysis.

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PLANNING REPORTS			
260	RP-PLA-1	Fed Req.: N Priority: 5 Gap Rating: 5	<i>Staff allocation reports</i> Present staff allocation vis-à-vis caseloads, worker skills, and job functions.
261	RP-PLA-2	Fed Req.: N Priority: 5 Gap Rating: 5	<i>Trends and patterns</i> Comparisons (based on user-specified criteria) over specified timeframes, across functions, within functions, across District Offices or within Divisional offices.
262	RP-PLA-3	Fed Req.: N Priority: 5 Gap Rating: 5	Capability for all Planning reports to be extracted into Excel or other such tool for further (in-depth) analysis.
PERFORMANCE AND MEASUREMENT REPORTS			
263	RP-PER-1	Fed Req.: N Priority: 5 Gap Rating: 5	<i>Disposition of cases</i> i.e., numbers of cases at each stage of the lifecycle.
264	RP-PER-2	Fed Req.: N Priority: 5 Gap Rating: 5	<i>Time spent on each court activity vs. outcome</i> (either using average time spent or time range).
265	RP-PER-3	Fed Req.: N Priority: 5 Gap Rating: 5	<i>Outcomes of activities by worker</i> i.e., count of each activity type performed by each worker and breakup of outcome for each activity type.
266	RP-PER-4	Fed Req.: N Priority: 5 Gap Rating: 5	<i>Worker activity Tracking</i> Report tracking worker activities over time. For example, track worker activities from month-to-month along with an indication of the type/volume of his/her caseload assignments during the period of activity tracking.
267	RP-PER-5	Fed Req.: N Priority: 5 Gap Rating: 5	<i>Time measurements</i> Time Measurement by activity at the worker level and District Office level.
268	RP-PER-6	Fed Req.: N Priority: 5 Gap Rating: 5	<i>Threshold Reports</i> Reports that indicate that a pre-set threshold value of a performance measure has/has not been reached at a given point in time.

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FEDERAL REPORTS			
269	RP-FED-1	Fed Req.: Y Priority: 5 Gap Rating: 3	The system must maintain information required to prepare Federal reports.
270	RP-FED-2	Fed Req.: Y Priority: 5 Gap Rating: 3	The system or the State's accounts management system must maintain all information required to complete the OCSE-157 report.
271	RP-FED-3	Fed Req.: Y Priority: 5 Gap Rating: 3	The system must maintain all information required to complete the OCSE-34A report.
272	RP-FED-4	Fed Req.: Y Priority: 5 Gap Rating: 3	The system or the State's accounts management system must maintain all information required to complete the OCSE-396A report.
273	RP-FED-5	Fed Req.: Y Priority: 5 Gap Rating: 3	The system or the State's accounts management system must maintain all information necessary to complete other reports defined as necessary, and for which instructions have been issued, by OCSE to complete its Annual Report to Congress
REVIEW AND ANALYSIS REPORTS			
274	RP-REV-1	Fed Req.: Y Priority: 5 Gap Rating: 3	Support the expeditious review and analysis of all data that is maintained, generated, and reported by the system.
REPORTING GENERAL REQUIREMENTS			
275	RP-GEN-2	Fed Req.: Y Priority: 5 Gap Rating: 3	<p>Automatically generate operational reports at the caseworker and unit level to facilitate their day-to-day work. As determined necessary by the IV-D agency, the on-line report/work list must provide the following types of information, at a minimum:</p> <ol style="list-style-type: none"> 1. Cases needing review per prioritization or case aging (e.g., program standards and timeframes) criteria 2. Any required follow-up case reviews and/or actions triggered manually by the caseworker, unit or jurisdiction, or automatically by the system 3. Cases to be automatically acted on by the system, e.g., wage withholding cases, which may require caseworker review and/or action 4. Cases newly assigned that require caseworker review and/or action. <p>Note: All triggered caseworker review and action requirements on the automated daily online report/work list should include some form of case aging indicator, relative to applicable Federal and State IV-D program standards and timeframes.</p>
276	RP-GEN-3	Fed Req.: Y Priority: 5 Gap Rating: 3	Generate reports required to ensure and maintain the accuracy of data and to summarize accounting activities.



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277	RP-GEN-5	Fed Req.: Y Priority: 5 Gap Rating: 1	Capability to: (1.) Maintain the requisite data on State performance with respect to paternity establishment and child support enforcement in the State to calculate the paternity establishment percentage for the State for each fiscal year. (2.) Have in place system controls to ensure the completeness and reliability of, and ready access to, the paternity establishment data and calculations of paternity establishment percentage.
278	RP-GEN-6I	Fed Req.: Y Priority: 5 Gap Rating: 1	At a minimum, automatically generate reports pertaining to the following financial activities (as applicable): (1.) Collections; (2.) Escrowed collectibles; (3.) Adjustments; (4.) Fees collected; (5.) Future and arrearage payments; (6.) Interstate collections; (7.) Checks and check registers; (8.) Summary of distribution of child support; (9.) Summary of receipts by collecting agency; (10.) Interest collected
279	RP-GEN-7	Fed Req.: Y Priority: 5 Gap Rating: 1	Provide management reports for monitoring and evaluating employee, office/unit and program performance.
280	RP-GEN-8	Fed Req.: Y Priority: 5 Gap Rating: 3	Automatically generate workload management reports that provide information to an employee, office/unit, and program level on: (1.) Backlog identification; (2.) Workload allocation; (3.) Caseload tracking and aging
281	RP-GEN-9	Fed Req.: Y Priority: 5 Gap Rating: 3	Automatically generate employee and office/unit performance reports that provide information on: (1.) Caseload statistics (e.g., age of cases, breakdown by category including interstate, and status); (2.) Collections; (3.) Obligations; (4.) Cases for which orders could not be established or enforced (indicating the numbers and reasons for failures); (5.) Employee activity and accomplishments;
282	RP-GEN-10	Fed Req.: Y Priority: 5 Gap Rating: 3	Offer a reporting capability to provide management the flexibility to obtain information on an as-needed basis and to satisfy new information needs.
283	RP-GEN-11	Fed Req.: N Priority: 5 Gap Rating: 5	Provide all users the ability to easily access case, member, worker and activity information in various predefined formats.

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284	RP-GEN-12	Fed Req.: N Priority: 5 Gap Rating: 5	Generate periodically a set of reports that are identified as standard reports that all users of a specific user group would use regularly and be made available electronically for the user to access, when needed.
285	RP-GEN-13	Fed Req.: N Priority: 5 Gap Rating: 5	Provide a 'Query' screen that would allow the user to define selection criteria to filter the contents of reports and sort criteria to request the order in which data should be presented.
286	RP-GEN-14	Fed Req.: N Priority: 5 Gap Rating: 5	Provide the ability for users to a save report (contents after the filter and sort have been applied) and publish them in an area where it can be accessed by other users.
287	RP-GEN-15	Fed Req.: N Priority: 5 Gap Rating: 5	Users should have the capability to request that certain reports (with a set filter and sort) be promoted as standard reports that will be presented to identified user groups.
288	RP-GEN-17	Fed Req.: N Priority: 5 Gap Rating: 5	Provide a degree of drill down capability for the financial reports and the performance measurement reports. This could be achieved by providing the capability to export reports into Excel (or other tools) so that further detailed analysis can be performed, and graphs and charts created, where appropriate.
289	RP-GEN-18	Fed Req.: N Priority: 5 Gap Rating: 5	Include self-service web interface and IVR interface to present external users such as CPs, NCPs, employers, etc. with status updates and other relevant information.
SYSTEM - WIDE GENERAL REQUIREMENTS			
290	GEN-GEN-1	Fed Req.: N Priority: 5 Gap Rating: 4	Fully integrated system with single point of entry into the system to perform all activities.
291	GEN-GEN-20	Fed Req.: N Priority: 5 Gap Rating: 5	Ability to support linking and easy lookup of an NCP with multiple cases and multiple dependents.
292	GEN-GEN-24	Fed Req.: N Priority: 5 Gap Rating: 5	Include automatic mail / email notifications to clients about follow-up actions taken.
293	GEN-GEN-40	Fed Req.: N Priority: 5 Gap Rating: 5	Ability for external users to manage their PIN, and security profiles; and reset passwords in and through the use of fully secure processes and technologies.
294	GEN-GEN-48	Fed Req.: N Priority: 5 Gap Rating: 5	Provide automatic case audit where worker selects the criteria for the audit and the system, per business rules, performs the audit and creates the audit report.

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295	GEN-GEN-52	Fed Req.: N Priority: 5 Gap Rating: 5	Ability to interface with the Courts to: - Receive electronic orders; - File motions electronically;
296	NEW	Fed Req.: N Priority: 5 Gap Rating: 5	The integration of OnBase and NECSES - ability to keep Worker, Case and Member information in sync between the two databases in real time
APPLICATION SECURITY AND USER MAINTENANCE			
297	SP-ASU-9	FED REQ.: N PRIORITY: 5 GAP RATING: 5	Be capable of authorizing/ restricting user access at the data element level. Confidential case access restrictions are also a desired functionality.
298	SP-ASU-10	FED REQ.: N PRIORITY: 5 GAP RATING: 3	Track Logins and generate periodic reports on application usage. The federally mandated (IRS - 90 day) reports should part of this report set.
FORMS MAINTENANCE			
299	SP-FRM-1	FED REQ.: N PRIORITY: 5 GAP RATING: 5	Include the functionality for all forms that are generated by the system to be maintained within the system.
MAINTENANCE OF HELP / FAQ / GLOSSARY			
300	SP-HLP-1	FED REQ.: N PRIORITY: 5 GAP RATING: 5	Include the functionality for the Application Support Group to maintain Help text and other static text/pages such as FAQ, Policy and Glossary.
STATE'S SECURITY PREFERENCES			
301	SP-SEC-19	FED REQ.: N PRIORITY: 5 GAP RATING:	Support the State's Enterprise Security policy including the following areas: Networks, Internet, Email, Host, Applications, Clients - (Accounts & Passwords), Mobile Devices, Data, and Communications
STATE'S SELF-SERVICE PREFERENCES			
302	SP-SLF-1	FED REQ.: N PRIORITY: 5 GAP RATING:	Self-service components would need to be made available to external user communities comprising of payors, payees, courts, attorneys, etc.
303	SP-SLF-2	FED REQ.: N PRIORITY: 5 GAP RATING:	Self service could be provided either via the web and / or through IVR.
304	SP-SLF-3	FED REQ.: N PRIORITY: 5 GAP RATING:	Must address electronic signature requirements.



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305	SP-SLF-4	FED REQ.: N PRIORITY: 5 GAP RATING:	Web Self-service support requirements could include 24x7 support and may need to be supported by online chat lines, etc.
STATE'S INTERFACES AND DATA SHARING PREFERENCES			
306	NEW	FED REQ.: Y PRIORITY: 5 GAP RATING: 1	DHHS is constructing a Client Services Center and Master Client Index. NECSES will need to interface with the MCI on multiple levels.
STATE'S PERFORMANCE & TUNING REQUIREMENTS			
307	SP-SPT-1	FED REQ.: N PRIORITY: 5 GAP RATING:	Must provide tools to tune and optimize performance of all application components during testing.
LAN / WAN IMPACT CONSIDERATIONS			
308	SP-LAN-1	FED REQ.: N PRIORITY: 5 GAP RATING:	Impact on the DCSS LAN & State's WAN must be anticipated.
309	SP-LAN-2	FED REQ.: N PRIORITY: 5 GAP RATING:	The infrastructure currently used by DCSS (for NECSES) is expected to have sufficient capacity to handle the expected traffic based current/ anticipated transaction volumes. However, if documents are imaged and would need to be shared across offices, transportation of large number of image files over the network may require the network infrastructure to be upgraded. Must perform network capacity planning analysis to determine whether the system/solution suite would require increased bandwidth to function optimally.
STATE'S ARCHIVE AND PURGE STRATEGY			
310	NEW		The data to be converted will need to be identified based on business rules. Data which wasn't converted but could have been will need to be available on a demand basis. Data which wasn't converted because it couldn't be converted may not be available on demand.
STATE'S KNOWLEDGE TRANSFER REQUIREMENTS			
311	SP-KTR-2	FED REQ.: N PRIORITY: 5 GAP RATING:	Preference for a contract that includes participation of State staff in implementation efforts.
312	SP-KTR-3	FED REQ.: N PRIORITY: 5 GAP RATING:	In general, the implementation model would put the vendor in charge of installation and setup of the application components in the development and testing environments, and the State in charge of installation and set up of application components in the production environment.
313	SP-KTR-4	FED REQ.: N PRIORITY: 5 GAP RATING:	State staff must participate in and sign off on design specifications and in code reviews.

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314	SP-KTR-5	FED REQ.: N PRIORITY: 5 GAP RATING:	System/code must be well commented and well documented.
315	SP-KTR-6	FED REQ.: N PRIORITY: 5 GAP RATING:	Knowledge Transfer should cover Configuration/Management tools/processes.
316	SP-KTR-7	FED REQ.: N PRIORITY: 5 GAP RATING:	Vendor must provide the State in advance with the skill sets of the personnel required to maintain and support the application in the production environment.
FEDERAL REQUIREMENTS			
317	SP-FED-30	FED REQ.: Y PRIORITY: 5 GAP RATING: 1	The State must have an approved disaster recovery plan which provides detailed actions to be taken in the event of a natural disaster (fire, water damage, etc.) or a disaster resulting from negligence, sabotage, mob action, etc. The disaster recovery plan should at a minimum include: 1. Documentation of approved backup arrangements. 2. Formal agreement of all parties. 3. An established processing priority system. 4. Arrangements for use of a back-up facility. 5. Periodic testing of the backup procedures/facility.
318	NEW	FED REQ.: Y PRIORITY: 5 GAP RATING: 1	The State is required to implement the use of the federal E-IWO system with NH employers.
319	NEW	FED REQ.: Y PRIORITY: 5 GAP RATING: 1	The State is required to implement the use of the federal Quick system for intergovernmental case processing.
ESTABLISHING PATERNITY & CHILD SUPPORT ORDER - FUNCTIONAL REQUIREMENTS			
320	ES-PSO-12	Fed Req.: N Priority: 4 Gap Rating: 5	Accept and record details of Legal requests to close Legal Referrals. Alert worker when such requests have been validated and accepted.
321	ES-PSO-19	Fed Req.: N Priority: 4 Gap Rating: 2	Capture details of Court Hearing notices and include in worker/Legal calendar.
CENTRAL REGISTRY - FUNCTIONAL REQUIREMENTS			
322	ES-CRF-8	Fed Req.: N Priority: 4 Gap Rating: 5	Initiate a Legal referral if the NCP objects to the court's 20-day letter.
GENERAL REQUIREMENTS FOR ESTABLISHMENT - FUNCTIONAL REQUIREMENTS			
323	ES-GEN-2	Fed Req.: N Priority: 5 Gap Rating: 5	Include flexibility to incorporate business rules that specify when a Legal referral is needed. For example, should include the ability to not require that legal referrals be required for petitions.

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LEGAL REFERRALS - FUNCTIONAL REQUIREMENTS		
324	NEW	System must allow for more than one referral per category type on a case.
325	NEW	<p>On legal referrals, the system must:</p> <ul style="list-style-type: none"> - Maintain the referrals types as a selectable list and automatically record petition type based on the selected workflow and the business rules. - Must enable the user to record additional notes based on the referral type. - Must automatically record date the case is referred to legal unit based on the workflow and business rules. - Must automatically record the name of the worker who referred the case to legal. - Enable associating a court with the referral based on business rules, and record the associated court on the referral. - Enable associating an attorney with the referral based on business rules, and record associated attorney on the referral.
326	NEW	New Legal Referral Activity Chain. Develop a new activity for the creation of legal referrals.
327	NEW	Reassignment of Attorneys to Cases. Develop the ability to reassign attorneys to cases when Attorneys change positions, locations, etc..

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Protech Solutions, Inc.'s Project Manager and the State Project Manager shall finalize the preliminary Work Plan within five (5) 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 Protech Solutions, Inc.'s plan to develop and implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Protech Solutions, Inc. and State Project Managers.

The proposed Work Plan created by Protech Solutions, Inc. and the State is set forth at the end of this Exhibit.

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 Protech Solutions, Inc. team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Protech Solutions, Inc.'s Work Plan and shall utilize MS Project to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the Protech Solutions, Inc. and the State Project Managers.

1. ASSUMPTIONS

A. General

- All State tasks must be performed in accordance with the revised Work Plan.
- The State shall not unreasonably withhold or delay delivery of decisions and information needed for Vendor tasks and deliverables.
- 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.
- Protech Solutions, Inc. shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Protech Solutions, Inc. Team shall perform this Project at State facilities at no cost to Protech Solutions, Inc.
- The Protech Solutions, Inc. Team, when authorized by the State Project Manager to do so, may perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The Protech Solutions, Inc. Team shall honor all holidays observed by Protech Solutions, Inc. or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Protech Solutions, Inc. Team, including PCs, phones, Virtual Private Network (VPN) access, 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



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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 Protech Solutions, Inc. Team and shall be available when the Project begins.

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. Protech Solutions, Inc.'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 Protech Solutions, Inc. 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.
- Protech Solutions, Inc. assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- The State shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, System/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating System.
- The State's hardware operating environment and supporting Software shall meet Protech Solutions, Inc. certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- Protech Solutions, Inc. will lead an effort, including the State of New Hampshire Operations team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to Protech Solutions, Inc. and State of New Hampshire teams building of the environment.
- Designated State Systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.



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E. Project Schedule

- The requirements, Implementation and post Implementation support dates are defined in Exhibit E, Implementation Services.

F. Reporting

- Protech Solutions, Inc. shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

G. User Training and Change Management

- The Protech Solutions, Inc. Team shall lead the development of the end-user, application administrator and server administrator training plan as described in *Exhibit L, Training Services*.

H. Performance Testing

- The Protech Solutions, Inc. 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 Protech Solutions, Inc. on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Protech Solutions, Inc. Team Roles and Responsibilities

1) Protech Solutions, Inc. Team Project Executive

The Protech Solutions, Inc. Team's Project Executives (Protech Solutions, Inc. 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 Protech Solutions, Inc. Team Project Manager and the State's Project leadership on the best practices for implementing the Protech Solutions, Inc. 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) Protech Solutions, Inc. Team Project Manager

The Protech Solutions, Inc. 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 Protech Solutions, Inc. Implementation Team. The Protech Solutions, Inc. Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;



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- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Protech Solutions, Inc. Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Protech Solutions, Inc. Team members;
- Provide WEEKLY and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals 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) Protech Solutions, Inc. Team

The Protech Solutions, Inc. Team shall conduct analysis of requirements, validate the Protech Solutions, Inc. 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 performance tuning and stress testing
- Conduct security testing
- 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) Protech Solutions, Inc. Team

The Protech Solutions, Inc. 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;



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- 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.
- Performance Tuning and Stress Testing
- Security Testing

B. State Roles and Responsibilities

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

1) State Project Manager

The State Project Manager shall work side-by-side with the Protech Solutions, Inc. Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the 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 Protech Solutions, Inc. team;
- Assist the Protech Solutions, Inc. 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 Protech Solutions, Inc. Project Manager of any urgent issues if and when they arise; and
- Assist the Protech Solutions, Inc. team staff to obtain requested information if and when required to perform certain Project tasks.



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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;
- Assist in training end users in the use of the Protech Solutions, Inc. Software Solution and the business processes the Application supports.

3) State Technical Lead and Architect

The State's Technical Lead and Architect support the State's Project Manager and are responsible for leading and managing the State's technical tasks. Responsibilities include:

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



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4) State Application DBA (DoIT)

The role of the State Application DBA(s) is to work closely with the Protech Solutions, Inc. Team to install and maintain the Application environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the Protech Solutions, Inc. to finalize machine, site, and production configuration;
- Work with the Protech Solutions, Inc. to finalize logical and physical database configuration;
- Work with the Protech Solutions, Inc. to install the Protech Solutions, Inc. tools, and Protech Solutions, Inc. Applications for the development and training environment;
- Work with the Protech Solutions, Inc. to clone additional application instances as needed by the application teams;
- Work with the Protech Solutions, Inc. upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the Protech Solutions, Inc. and the Application teams to establish and manage an instance management plan throughout the Project;
- Work with the Protech Solutions, Inc. to establish and execute backup and recovery procedures throughout the Project;
- Manage Operating System adjustments and System Maintenance to maintain System configurations and Specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the Project;
- Perform routine Protech Solutions, Inc. Application monitoring and tuning;
- Work with the Protech Solutions, Inc. to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new Protech Solutions, Inc. Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) State Network Administrator (DoIT)

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

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- 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.

6) State Testing Administrator

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

- Coordinating the development of System, integration, performance, and Acceptance test plans;
- Coordinating System, integration, performance, and Acceptance tests;
- Chairing test review meetings;
- Coordinating the State’s team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

Protech Solutions, Inc. will supply the Software products identified in this Contract.

4. PROPOSED WORK PLAN

The following Table 6.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 6.1: Proposed Work Plan

Task Name	Duration
Phase I Maintenance and Operations of existing NECSES 2.0 Functionality	262 days
Generate and Distribute Weekly Status reporting	262 days
Weekly Project Management Team (PMT) meetings	262 days
Recurring Project Life Cycle	262 days
Prioritization of tasks	262 days
Requirements Definition/Clarification/Confirmation	262 days
Design	262 days
Approval/Rejection of Requirements/Design	262 days
Development	262 days
Unit Testing	262 days
System/Integration Testing	262 days
UAT Testing (and support)	262 days

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Deployment coordination/Implementation	262 days
Post Implementation Review	262 days
Phase II Planning and Design	40 days
Generate and Distribute Weekly Status reporting	40 days
Milestone 1 - Requirements Validation	40 days
Onboard additional resources	2 days
Confirm project measures and communication plan	2 days
Review remaining requirements	5 days
Draft Detailed Requirements Document	15 days
Schedule and conduct functional requirements validation sessions	10 days
Schedule and conduct technical architecture review sessions	3 days
Update documentation and deliverables accordingly	9 days
Submit Detailed Requirements Document and Modular Development and Deployment Plan	1 day
Guided walk through of the Deliverable/Documentation	9 days
State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day
Phase III Development and Implementation	485 days
DDI - NECSES 2.1 Release	225 days
Generate and Distribute Weekly Status reporting	225 days
Milestone 2 - General and Detailed System Design	47 days
Review N2.x Requirements with development team	7 days
Development team creates design document	24 days
Internal review of design documents	5 days
Adjust documents accordingly	4 days
Submit General and Detailed System Design Document	1 day
Guided walk through of the Deliverable/Documentation	9 days
State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day
Milestone 3 - Code and Documentation	120 days
Code Development	46 days
Unit Testing	30 days
System/Integration Testing	30 days
Regression Testing	9 days
Submit Code and any associated documentation	1 day
Deploy functionality to UAT	1 day
Guided walk through of the Deliverable/Documentation	9 days

2015-141 Exhibit I Work Plan

Initial All Pages:


Protech Solutions, Inc.'s initials: 

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State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day
Milestone 4 - UAT Support/Training Plan	45 days
UAT Testing	44 days
UAT Testing Support	44 days
Stress testing/Performance optimization, if necessary	14 days
Documentation Maintenance	45 days
If required by the State Project Manager	35 days
Draft Training Plan	14 days
Internal review of Training Plan	4 days
Adjust documents accordingly	3 days
Submit Training Plan	1 day
Guided walk through of the Deliverable/Documentation	9 days
State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day
Milestone 5 - Deployment/Training	35 days
Training	20 days
Draft Deployment Plan	10 days
Internal review of Deployment Plan	3 days
Adjust documents accordingly	3 days
Submit Deployment Plan	1 day
Guided walk through of the Deliverable/Documentation	9 days
State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day
Deploy Functionality	5 days
DDI - NECSES 2.2 Release	260 days
Generate and Distribute Weekly Status reporting	260 days
Milestone 6 - Requirements Validation	40 days
Review remaining requirements	5 days
Draft Detailed Requirements Document	15 days
Schedule and conduct functional requirements validation sessions	10 days
Schedule and conduct technical architecture review sessions	3 days
Update documentation and deliverables accordingly	9 days
Submit Detailed Requirements Document and Modular Development and Deployment Plan	1 day
Guided walk through of the Deliverable/Documentation	9 days

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State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day
Milestone 7 - General and Detailed System Design	50 days
Review N2.x Requirements with development team	7 days
Development team creates design document	26 days
Internal review of design documents	5 days
Adjust documents accordingly	5 days
Submit General and Detailed System Design Document	1 day
Guided walk through of the Deliverable/Documentation	9 days
State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day
Milestone 8 - Code and Documentation	115 days
Code Development	45 days
Unit Testing	28 days
System/Integration Testing	28 days
Regression Testing	9 days
Submit Code and any associated documentation	1 day
Deploy functionality to UAT	1 day
Guided walk through of the Deliverable/Documentation	9 days
State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day
Milestone 9 - UAT Support/Training Plan	45 days
UAT Testing	45 days
UAT Testing Support	45 days
Stress testing/Performance optimization, if necessary	15 days
Documentation Maintenance	45 days
If required by the State Project Manager	35 days
Draft Training Plan	14 days
Internal review of Training Plan	4 days
Adjust documents accordingly	3 days
Submit Training Plan	1 day
Guided walk through of the Deliverable/Documentation	9 days
State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day

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Milestone 10 - Deployment/Training	35 days
Training	20 days
Draft Deployment Plan	10 days
Internal review of Deployment Plan	3 days
Adjust documents accordingly	3 days
Submit Deployment Plan	1 day
Guided walk through of the Deliverable/Documentation	9 days
State reviews and approval/rejection	9 days
Adjust Deliverables, as necessary	3 days
State provides final approval	1 day
Deploy Functionality	5 days
Phase IV Enhancement Maintenance and Operations	1760 days
Maintenance of NECSES 2.1 Functionality	260 days
Generate and Distribute Weekly Status reporting	260 days
Weekly Project Management Team (PMT) meetings	260 days
Recurring Project Life Cycle	260 days
Prioritization of tasks	260 days
Requirements Definition/Clarification/Confirmation	260 days
Design	260 days
Approval/Rejection of Requirements/Design	260 days
Development	260 days
Unit Testing	260 days
System/Integration Testing	260 days
UAT Testing (and support)	260 days
Deployment coordination/Implementation	260 days
Post Implementation Review	260 days
Maintenance of NECSES 2.2 Functionality	1500 days
Generate and Distribute Weekly Status reporting	1500 days
Weekly Project Management Team (PMT) meetings	1500 days
Recurring Project Life Cycle	1500 days
Prioritization of tasks	1500 days
Requirements Definition/Clarification/Confirmation	1500 days
Design	1500 days
Approval/Rejection of Requirements/Design	1500 days
Development	1500 days
Unit Testing	1500 days
System/Integration Testing	1500 days
UAT Testing (and support)	1500 days

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Deployment coordination/Implementation	1500 days
Post Implementation Review	1500 days



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EXHIBIT J
SOFTWARE LICENSE

Not Applicable



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EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 Sysytem

Protech Solutions, Inc. warrants that the application and application components will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

Protech Solutions, Inc. warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the application, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

1.3 Non-Infringement

Not Applicable

1.4 Viruses; Destructive Programming

Protech Solutions, Inc. 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

Protech Solutions, Inc. warrants that all application components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by Protech Solutions, Inc. to correct Deficiencies or as an Enhancement, shall operate with the rest of the application without loss of any functionality.

1.6 Services

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

1.7 Personnel

Protech Solutions, Inc. warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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2. WARRANTY SERVICES

Not Applicable

3. WARRANTY PERIOD

The Software Warranty Period shall commence after successful UAT testing and successful deployment to the production platform, and shall extend for (100) days.

For subsequent modules or functions, the Warranty period will extend for (100) after each of the remaining major functions or modules, deployed and integrated successfully with the entire System.

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

The remaining warranty provisions shall remain in effect for the duration of the Contract.

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TRAINING SERVICES**

Protech Solutions, Inc. shall provide the following Training Services.

A. TRAINING

The Protech Solutions, Inc. Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

All courses are to be offered on-site in New Hampshire and shall be available for up to (15) students. Following the provision of classes, access to on-line course materials shall be provided for thirty (30) days through the online training library to the extent that it is available

All training and communication plans will be presented to the State for review and approval.

Protech Solutions, Inc. shall develop the training programs and communications for each of the following three phases of the NECSES Enhanced Solution Project:

- NECSES System Maintenance
- Enhancement Planning
- Enhancement Execution

Training will be provided on the following list of modules as they are deployed in each phase:

- Case Initiation
- Locate
- Establishment
- Enforcement
- Case Management
- Financial Management
- Reporting
- System Administration and Security
- Enhanced reporting capability
- DCSS Contact Center

Protech Solutions, Inc. will collaborate with the State's Project Team to design and train users and DCSS staff on transitional or temporary business processes that accurately reflect the interim state for each phase.

Protech Solutions, Inc. will ensure that all Project training and communication goals are met and will provide the following



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TRAINING SERVICES**

- Develop a high quality training program and support materials that meet the specific needs of the NECSES Enhanced Solution users and support staff
- Ensure effective knowledge transfer over the course of the entire Project
- Provide a written plan that collates and organizes all of the training and communication development and Implementation plans
- Generate powerful change communications that inform while promoting Project support and commitment

Components of the Training Plan are:

- Analysis results
- Curricula
- Course objectives
- Training methodology
- Training session dates, locations, instructors, and intended audience
- Training materials – instructor guides, participant guides, presentations, quick reference guides, job aids, performance checklists
- Communications plan related to introducing each module release to all stakeholders

Delivery Method - Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State's employees will need to succeed in their job role with Protech Solutions, Inc. From in-class demonstrations led by experienced Protech Solutions, Inc. instructors, to realistic hands-on labs, Instructor-Led in class courses provide a dynamic learning environment.

This instruction is targeted to train the group of Users defined as Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

Project Team Developed Training

Protech Solutions, Inc. and the State agree to an end user training approach to meet training objectives, including:

- 1) Developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- 2) Leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

The Protech Solutions, Inc. Team shall lead the State in identifying and categorizing its end users:

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User Category 1—Power User Training: Power Users are those employees who frequently use the System. Training shall consist of a series of courses based on job functions, on business processes specific to job roles, and associated transactions. The training strategy shall be organized around the State’s business processes and detailed transactions that support these processes.

User Category 2—Casual User Training: Casual Users shall access the System for inquiries or report viewing on an occasional basis. Their courses shall focus on the end-to-end business process instruction and structured inquiry exercises.

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. They shall be trained on the Software on the basis of assignments, and may include navigation training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

Key activities of the approach are highlighted below:

- Identification of all training requirements for each audience including any unique performance requirements, and documents them in a training plan
- Design and development of course content, along with training materials and job aids
- Establishment of an appropriate course delivery Schedule that effectively trains all staff prior to System Implementation
- Assessment of learner performance
- Measurement of training course effectiveness

Produce Training Materials and End-User Documentation

The Protech Solutions, Inc. team will provide high quality training materials that will include softcopies of the following:

- **Instructor Guide** - An instructor manual with instructor notes, activity instructions, timing, training objectives, and assessments
- **Participant Guide** - Student manuals with exercises and case studies
- **Presentation Materials** –A slide deck with graphics and information to aid the visual learner
- **Job Aids** – Step-by-step documentation for infrequent or very intricate processes where a user may not remember all steps. Job aids are provided to participants during training and are stored in the training repository for future access
- **Practice Exercises** – Reinforcement of the skills obtained during training. Some exercises are application-based, while others are in the form of scenarios and case studies that incorporate the new work processes and use of the NECSES Enhanced Solution



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EXHIBIT M
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
RFP 2015-141 INCORPORATED**

NH DCSS Child Support Systems Maintenance & Enhancement Project RFP 2015-141 is included by reference as binding Deliverables to this Contract.

2015-141 Exhibit M-Agency RFP

Initial All Pages:

Protech Solutions, Inc's Initials



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EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE**

Protech Solutions, Inc. Child Support Systems Maintenance & Enhancement Project proposal in response to the Division of Child Support Services' RFP 2015-141 is incorporated herein by reference.

2015-141 Exhibit N-Contractor Proposal by Reference

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CERTIFICATES AND ATTACHMENTS**

Attached are:

1. NH Exhibit D - Certification Regarding Drug-Free Workplace Requirements
2. NH Exhibit E - Certification Regarding Lobbying
3. NH Exhibit F - Certification Regarding Department Suspension and Other Responsibility Matters
4. NH Exhibit G - Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protections
5. NH Exhibit H - Certification Regarding Environmental Tobacco Smoke
6. NH Exhibit I - Health Insurance Portability Act Business Associate Agreement
7. NH Exhibit J - Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
8. IRS Publication 1075 Exhibit 7 - Contract Language for Technology Services
9. Protech Certificate of Vote/Authority
10. Certificate of Good Standing
11. Certificate of Insurance

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**1. NEW HAMPSHIRE EXHIBIT D – CERTIFICATION REGARDING DRUG-FREE
WORKSPACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and subcontractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;

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- 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs;
and
- 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Protech Solutions, Inc.



10/26/15
Date

Name: Satish Garimalla
Title: Chief Executive Officer

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2. NH EXHIBIT E – CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or subcontractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Protech Solutions, Inc.



Name: Satish Garimalla
Title: Chief Executive Officer

10/26/15
Date

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**3. NH Exhibit F – Certification Regarding Department Suspension and Other
Responsibility Matters**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

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voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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- 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).
- LOWER TIER COVERED TRANSACTIONS**
13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

10/26/15
Date

Contractor Name: Protech Solutions, Inc.



Name: Setish Garimalla
Title: Chief Executive Officer

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**4. NH Exhibit G – Certification of Compliance with Requirements Pertaining to
Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and
Whistleblower Protections**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based

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

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Protect Solutions, Inc.


10/26/15
Date

Name: Satish Garimalla
Title: Chief Executive Officer

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5. NH Exhibit H – Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Protech Solutions, Inc.



10/26/15
Date

Name: Satish Garimalla
Title: Chief Executive Officer

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6. NH Exhibit I – Health Insurance Portability Act Business Associate Agreement

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

(1) Definitions.

- a. “Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
- b. “Business Associate” has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. “Covered Entity” has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR Section 164.501.
- e. “Data Aggregation” shall have the same meaning as the term “data aggregation” in 45 CFR Section 164.501.
- f. “Health Care Operations” shall have the same meaning as the term “health care operations” in 45 CFR Section 164.501.
- g. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.

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- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

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

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

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- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

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- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u> NH DHHS </u> The State	<u> Protech Solutions, Inc. </u> Name of the Contractor
<u> <i>Mary Ann Cooney</i> </u> Signature of Authorized Representative	<u> <i>[Signature]</i> </u> Signature of Authorized Representative
<u> MARY ANN COONEY </u> Name of Authorized Representative	<u> Satish Garimalla </u> Name of Authorized Representative
<u> Associated Commis. </u> Title of Authorized Representative	<u> Chief Executive Officer </u> Title of Authorized Representative
<u> 11/3/15 </u> Date	<u> 10/26/15 </u> Date

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7. NH Exhibit J – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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


1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

10/26/15
Date

Contractor Name: Protech Solutions, Inc. 
Name: Sesh Garimalla

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Title:

**NH Exhibit J – Certification Regarding the Federal Funding Accountability and
Transparency Act (FFATA) Compliance
FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 11-398-5936
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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Name: _____ Amount: _____

Name: _____ Amount: _____

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**8. IRS PUBLICATION 1075 EXTRACT 7,
CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

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- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a.



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Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

