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Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144

Paul Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

February 25, 2014

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

**REQUESTED ACTION**

Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a contract with Alliance Enterprises, Inc. of Lacey, Washington (Vendor # 257836) to provide a hosted Vocational Rehabilitation Case Management System, provision of technical support to assist in the adaptation of the current data, implementation of the system, training, upgrades and maintenance effective April 1, 2014 or upon Governor and Council approval whichever is later through June 30, 2019 in an amount not to exceed \$2,986,539.00 for a five-year period with an option to renew for an additional five years with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. **100% Federal Funds.**

Funding is available in the account entitled Field Program-Match for FY 14/15 and pending legislative approval of the next two biennium budgets, as follows:

FY 2014 06-56-56-565510-40200000-102-500731	\$ 127,724.00
FY 2015 06-56-56-565510-40200000-102-500731	\$1,239,662.00
FY 2016 06-56-56-565510-40200000-102-500731	\$ 807,006.00
FY 2017 06-56-56-565510-40200000-102-500731	\$ 257,620.00
FY 2018 06-56-56-565510-40200000-102-500731	\$ 270,501.00
FY2019 06-56-56-565510-40200000-102-500731	<u>\$ 284,026.00</u>
Total	\$2,986,539.00

**EXPLANATION**

The Department of Education, Division of Career Technology and Adult Learning, Bureau of Vocational Rehabilitation currently maintains approximately 40,000 individual customer records used by approximately 100 employees located in seven regional offices statewide plus a central administrative office located in Concord. The Bureau is currently using a windows-based system originally developed and implemented in 2001, with further reconfiguring done in 2006. This case management system is used for tracking customer progress, case closure, financial authorizations, payment uploads to NH First and federal reporting to the Department of Education's parent federal agency the Rehabilitation Service Administration, U.S. Department of Education.

Her Excellency, Governor Margaret Wood Hassan  
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February 25, 2014  
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The current case management system is thirteen years old which requires frequent Department of Information Technology (DOIT) maintenance to keep it running and to troubleshoot problems. The system utilizes nearly obsolete software (Microsoft Access 2003) and Citrix Terminal server software. All of the server software requires updating and the system data converted. DOIT contracts with consultants to complete these actions.

In 2009 a Federal Monitoring Report by RSA recommended that NH Vocational Rehabilitation consider a new web-based case management solution to assist in meeting all program requirements, reporting and guidelines. The Vocational Rehabilitation case management system must be kept current with Federal and State requirements in order to receive grant funding from the U.S. Department of Education. Withholding of these federal funds would have a negative impact upon service provision to students and adults with disabilities, their families and the citizens of New Hampshire.

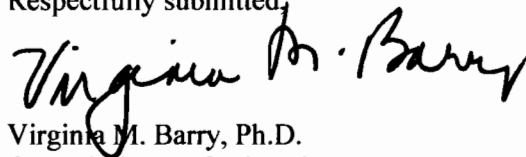
The State of New Hampshire issued a Request for Proposal (#2012-010) on March 16, 2012 for a web-based case management system. Three proposals were reviewed by a panel consisting of Department of Education and Department of Information Technology staff utilizing an evaluation tool that was developed based on the Request for Proposal requirements and scoring system established by the Department of Information Technology (see Attachment A). The review panel recommended funding Alliance Enterprises, Inc.

The maintenance and enhancements that are required under this contract will keep Vocational Rehabilitation in compliance with Federal and State requirements. The system as a service incorporates updates using the latest technologies which are tested fully before being released. The financial module for payments and purchase authorizations will be interfaced with the State's NH First financial system. This system will be completely hosted and run by Alliance Enterprises, Inc. with little to no State DOIT maintenance required. There will be no DOIT operated servers; currently there are four full-time servers running the Vocational Rehabilitation case management system and one shared server. DOIT staff monitors, maintains, and troubleshoots these servers. The impact this contract will have on DOIT is a savings of personnel time and software expenditures as DOIT will not be managing the current server farm and the SQL database. This contract will provide an integrated solution which will combine the four programs of Vocational Rehabilitation, Older Blind Independent Living, Independent Living and Business Enterprise Program while making daily operations and federal reporting more cost and time effective.

Alliance Enterprises, Inc. has demonstrated a high level of quality and performance in thirty Vocational Rehabilitation agencies across the country. The Department feels that this vendor is the best vendor to provide a hosted Vocational Rehabilitation case management system.

In the event that the Federal funds are no longer available, General funds will not be requested to support this contract.

Respectfully submitted,



Virginia M. Barry, Ph.D.  
Commissioner of Education

**ATTACHMENT A**

**Vendor Technical, Service and Project Management**

**Maximum Total Points: 30**

<b>Vendor Technical Expertise</b>	<b>Alliance Enterprises</b>	<b>Iron Data</b>	<b>Libera</b>
Ken Young-DOE	10.0	8.0	8.0
Teresa Vincent-DOIT	9.5	6.0	9.9
Chris Hensel-DOIT	8.0	6.0	9.0
Lisa Hatz-DOE	10.0	9.0	9.0
Sharon DeAngelis-DOE	10.0	8.0	8.0
William Finn-DOE	9.0	7.0	8.0
Sue Roma-DOE	10.0	7.5	8.0
Lawrence DeAngelis-DOE	10.0	6.0	7.0
<b>Total</b>	<b>9.6</b>	<b>7.2</b>	<b>8.4</b>

<b>Ability to Provide Professional Services</b>	<b>Alliance Enterprises</b>	<b>Iron Data</b>	<b>Libera</b>
Ken Young-DOE	10.0	9.0	8.0
Teresa Vincent-DOIT	9.5	6.0	8.0
Chris Hensel-DOIT	8.0	5.0	9.0
Lisa Hatz-DOE	10.0	6.0	6.0
Sharon DeAngelis-DOE	10.0	5.0	5.0
William Finn-DOE	8.0	7.0	7.0
Sue Roma-DOE	10.0	9.0	8.0
Lawrence DeAngelis-DOE	10.0	8.0	9.0
<b>Total</b>	<b>9.4</b>	<b>6.9</b>	<b>7.5</b>

<b>Project Management Competence</b>	<b>Alliance Enterprises</b>	<b>Iron Data</b>	<b>Libera</b>
Ken Young-DOE	10.0	7.0	8.0
Teresa Vincent-DOIT	9.0	6.0	8.0
Chris Hensel-DOIT	8.0	7.0	9.0
Lisa Hatz-DOE	10.0	9.0	4.0
Sharon DeAngelis-DOE	10.0	5.0	5.0
William Finn-DOE	8.0	6.5	8.0
Sue Roma-DOE	9.0	7.0	7.0
Lawrence DeAngelis-DOE	10.0	4.0	8.0
<b>Total</b>	<b>9.3</b>	<b>6.4</b>	<b>7.1</b>

<b>Vendor Technical, Service and Project Management Total</b>	<b>Alliance Enterprises</b>	<b>Iron Data</b>	<b>Libera</b>
Ken Young-DOE	30.0	24.0	24.0
Teresa Vincent-DOIT	28.0	18.0	25.9
Chris Hensel-DOIT	24.0	18.0	27.0
Lisa Hatz-DOE	30.0	24.0	19.0
Sharon DeAngelis-DOE	30.0	18.0	18.0
William Finn-DOE	25.0	20.5	23.0
Sue Roma-DOE	29.0	23.5	23.0
Lawrence DeAngelis-DOE	30.0	18.0	24.0
<b>Total</b>	<b>28.3</b>	<b>20.5</b>	<b>23.0</b>

## **Review Panel Qualifications**

**Ken Young**, VR Consultant. Mr. Young brings thirty-three years of experience in Vocational Rehabilitation and twenty-five of those years have been working directly with the VR case management systems. He has a wide range of experience in this area.

**Teresa Vincent**, Systems Development Specialist VI. Ms. Vincent supports the development and maintenance of multiple systems at the Department of Education, including but not limited to the Educator Information System, Food and Nutrition Services, Adult Education, English Speakers of Other Languages, and also provides support for VR/CMS and the Ticket To Work System. Ms. Vincent has been directly involved with Vocational Rehabilitation's software and IT needs for six years.

**Chris Hensel**, IT Leader for the Department of Education. Mr. Hensel has over thirty years' experience in the information systems field in a variety of technical environments, providing operational, programming, analytical and management services to meet business application objectives. He has a bachelor's degree in Computer Science from Keene State.

**Lisa Hatz**, Administrator III/VR National Director. Ms. Hatz brings thirteen years of experience in developing and monitoring new contracts and initiatives related to Vocation Rehabilitation field services. She offers a wide range of experience related to service provision to people with disabilities.

**Sharon DeAngelis**, Business Administrator II. Ms. DeAngelis has 20 years of experience in developing and monitoring budgets for the Division as well as contract development and monitoring contract requirements.

**William Finn**, Administrator I. Mr. Finn has spent over twenty years in the Bureau of Vocational Rehabilitation in the area of the blind and visually impaired. He has worked closely with previous case management contractors to ensure accessibility.

**Sue Roma**, Systems Development Specialist I. Ms. Roma has fifteen years of experience in her current position and a total of thirty-five years with Vocational Rehabilitation. She completes and submits federal reports and compiles data reports through VR's case management system focusing on data integrity.

**Lawrence DeAngelis**, Program Specialist III. Mr. DeAngelis brings more than twenty-five years of experience working for VR with ten of those working for DOIT supporting VR's technology needs. He served on the development team of the current case management system implementation and provided training.



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

**Peter C. Hastings**  
*Commissioner*

March 7, 2014

Virginia Barry, Commissioner  
State of New Hampshire  
Department of Education  
101 Pleasant Street  
Concord, NH 03301-3860

Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Education's request to enter into a contract with Alliance Enterprises, Inc. (Alliance), of Lacey, WA as described below and referenced as DoIT No.2012-010.

This is a request to enter into a contract to replace the current DOE case management system for Vocational Rehabilitation (VR) with a web-based software solution to meet agency required case management, financial and federal reporting requirements for Vocational Rehabilitation, Independent Living Services for Older Individuals who are Blind (OBIL), the Business Enterprise (BEP) and Independent Living (IL) programs. The contract will become effective upon Governor and Council approval through June 30, 2019. The amount of the contract is not to exceed \$2,986,539.

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

Sincerely,

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

Peter C. Hastings

PCH/ltn  
RFP: 2012-010

cc: Chris Hensel, DoIT  
Leslie Mason, DoIT  
Lisa Hatz, DOE

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
**Web Based Case Management System Software Project**  
CONTRACT 2012-010  
AGREEMENT- PART 1

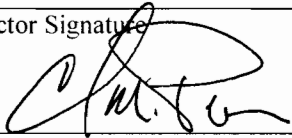
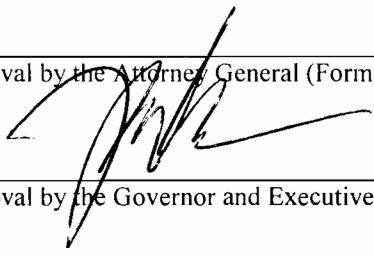
Subject: Bureau of Vocational Rehabilitation, Web-Based Case Management System Software Project

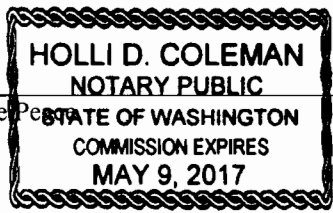
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Education, Bureau of Vocational Rehabilitation		1.2 State Agency Address 21 S. Fruit Street, Suite 20, Concord, NH 03301	
1.3 Contractor Name Alliance Enterprises, Inc.		1.4 Contractor Address 2625 Willamette Drive, NE, Lacey, WA 98516	
1.5 Contractor Phone Number 360.412.3264	1.6 Account Number 06-56-56-565510-40200000-102-500731	1.7 Completion Date 6/30/2019	1.8 Price Limitation \$2,986,539
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner		1.10 State Agency Telephone Number 603.271.3802	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Chris M. Pieyer, CEO	
1.13 Acknowledgement: State of <del>New Hampshire</del> <u>Washington</u> , County of <del>Merrimack</del> <u>Thurston</u> On <u>January 31, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Holli D. Coleman</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Holli D. Coleman</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3/4/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the 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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties 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 \$250,000 per claim and \$2,000,000 per occurrence; and

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

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

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



identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the 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.

**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  
DEPARTMENT OF EDUCATION  
WEB BASED CASE MANAGEMENT SYSTEM SOFTWARE PROJECT  
CONTRACT 2012-010  
CONTRACT AGREEMENT-PART 2

**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed.
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by Alliance and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Adaptation</b>	Configuration of AWARE by non-technical staff
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
<b>Breach or Breach of Security</b>	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
<b>Business Enterprise Program (BEP)</b>	The Business Enterprise Program is a federal/state program designed to provide employment opportunities for legally blind Vocational Rehabilitation customers.
<b>CCP</b>	Change Control Procedures.
<b>CR</b>	Change Request.
<b>COTS</b>	Commercial Off-The-Shelf Software.
<b>CM</b>	Configuration Management.
<b>CMS</b>	Current NHVR Case Management System.
<b>Certification</b>	Alliance's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that Alliance has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed

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	change in the Specifications.
<b>Completion Date</b>	End date for the Contract.
<b>Confidential Information</b>	Any information that a receiving party knows or has reason to know is confidential or propriety information of the disclosing party. However, Confidential Information does not include any information that: (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.
<b>Configuration</b>	Changes made to AWARE by adapting parameters and adding values to lookup tables
<b>Contract</b>	This Agreement between the State of New Hampshire and Alliance, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1).
<b>Contract Managers</b>	The persons identified by the State and Alliance 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 3: <i>Contract Management</i> ).
<b>Contracted Vendor/Vendor</b>	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.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>CPT</b>	Counselor Planning Tools for Comprehensive Assessment.

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<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which Alliance must cure the default identified.
<b>Custom Code</b>	Code developed by Alliance specifically for this Project for the State of New Hampshire.
<b>Custom Software</b>	Software developed by Alliance specifically for this Project for the State of New Hampshire.
<b>Customer</b>	Individuals with disabilities the NHVR agency serves; formerly "clients".
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by Alliance during the Contract Term.
<b>Data Conversion</b>	The conversion of computer Data from one format to another
<b>Data Migration</b>	The process of transferring Data between storage types, formats, or computer systems
<b>DBA</b>	Database Administrator.
<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency – Software</b> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency – Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency – Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report,

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	manual, book, other), provided by Alliance to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Deployment</b>	Are the activities that make Aware and all customizations available for use in Production.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
<b>Encryption</b>	Supports the encoding of Data for security purposes.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
<b>Event of Default</b>	Any one or more of the following acts or omissions of Alliance shall constitute an event of default hereunder ("Event of Default"): <ul style="list-style-type: none"> <li>a. Failure to perform the Services satisfactorily or on Schedule;</li> <li>b. Failure to submit any report required; and/or</li> <li>c. Failure to perform any other covenant, Term or condition of the Contract.</li> </ul>
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of Alliance's cost experience in performing the Contract.
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

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<b>FFY</b>	Federal Fiscal Year: Goes from 10/1 to 9/30 of any given year.
<b>GAAP</b>	Generally Accepted Accounting Principles.
<b>Go-Live</b>	Transition of AWARE from test to production for the first time
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Hosted Solution</b>	Alliance or their Subcontractor hosts: application, Data and web site Services.
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Independent Living (IL)</b>	A variety of Services are available in New Hampshire to assist people with disabilities in achieving their personal life choices and goals.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Interface</b>	A defined process to exchange Data or events between two application systems.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by Alliance as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire.
<b>NH First</b>	The State of New Hampshire's Web Based Financial System.

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<b>NH Vocational Rehabilitation (NHVR/VR)</b>	The Bureau of Vocational Rehabilitation of the State of New Hampshire's Department of Education.
<b>Non Exclusive Contract</b>	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to Alliance to begin work on the Contract on a given date and time.
<b>OBIL</b>	Independent Living Services for Older Individuals who are Blind.
<b>Open Data Formats</b>	A Data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer Data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, and is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents are controlled 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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<b>Pilot Test</b>	A rehearsal for Go Live
<b>Primary State Contacts</b>	A limited number of State employees, who will be authorized to contact Alliance for administrative, operational, and technical support issues.
<b>Professional Services</b>	Additional consulting Services requested by the State and provided by Alliance as set forth in a Statement of Work.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State Employees and Alliance'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.
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by Alliance to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and Alliance's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
<b>Project Staff</b>	State personnel assigned to work with Alliance on the Project.
<b>Proposal</b>	The submission from Alliance in response to the Request for a Proposal or Statement of Work.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
<b>RSA</b>	The Rehabilitation Services Administration of the Department of Education.



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<b>SaaS- Software as a Service</b>	Occurs where the COTS application is hosted but the State does not own the license or the code. Alliance allows the use of the software as a part of their service.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
<b>Service Level Agreement (SLA)</b>	A signed Agreement between Alliance and the State specifying the level of Service that is expected of, and provided by, Alliance during the Term of the Contract.
<b>Services</b>	The work or labor to be performed by Alliance on the Project as described in the Contract. The Services may include the Subscription Services, Support Services and/or Professional Services. Agreement
<b>SME</b>	Subject Matter Expert
<b>Software</b>	All custom Software and COTS Software provided by Alliance under the Contract.
<b>Software Deliverables</b>	COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by Alliance in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>SSA</b>	Social Security Administration.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301 Reference to the Term "State" shall include

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	applicable agencies.
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Alliance. The Contract Agreement SOW defines the results that Alliance remains responsible and accountable for achieving.
<b>Statuses</b>	NHVR CMS Status numbering process flow system. Refer to Section 2.4
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
<b>State Data or Subscriber Data</b>	Any information contained within State systems in electronic or paper format, in addition to the State's information or other Data processed, stored, or transmitted by, in or through the Subscription Services.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
<b>State's Project Leader</b>	State's representative with regard to Project oversight.
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Steering Committee</b>	A committee that sets agendas and schedules of business
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, Alliance, which is performing Services under this Contract under a separate Contract with or on behalf of Alliance.
<b>Subscription Services</b>	Access to the Alliance proprietary software applications and the related Services as further described in the Contract.
<b>Support Services</b>	Collectively, the Telephone and E-Mail Support and Online Support Services Alliance provides to Primary State Contacts related to the Subscription Services.
<b>SVES</b>	State Verification Exchange System

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<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the specifications.
<b>TBD</b>	To Be Determined.
<b>Technical Authorization</b>	Direction to Alliance, which fills in details, clarifies, interprets, or specifies technical requirements. It must: (1) be consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Term License</b>	Term License grants end-user permission to use copies of Alliance’s software for a specified period of time; with options after Term is done.
<b>Test Plan</b>	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.
<b>Ticket Tracker</b>	A software system for tracking and processing Traditional Reimbursements and Ticket to Work (both outcome and milestone) payments.
<b>Ticket-to-Work Program (TTW)</b>	“Ticket to Work” is a voluntary program of the Social Security Administration for people who receive SSI or SSDI and want assistance to go to work or earn more money.
<b>Transition Services</b>	Services and support provided when Alliance is supporting System changes.
<b>UAT</b>	User Acceptance Test.
<b>Unit Test</b>	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Guides</b>	A subset of Documentation, User Guides include Subscription Services documentation and user guides as made available by Alliance and/or User Guides available and accessible

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	via the Help tab. USER GUIDE(s) may be available in multiple forms including written documentation, electronic documentation, and other electronically distributable media.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
<b>Vendor/ Contracted Vendor</b>	Vendor/ Contracted Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>VR</b>	Vocational Rehabilitation, same as NHVR.
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
<b>Warranty Period</b>	A period of coverage during which Alliance is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by Alliance during the Warranty Period.
<b>Work Hours</b>	Alliance 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.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task. Agreement
<b>Written Deliverables</b>	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by Alliance either in paper or electronic format.

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This Contract is by and between the State of New Hampshire, acting through the Department of Education (“State”), and Alliance Enterprises, Inc., a Lacey, Washington Corporation, (“Alliance Enterprises, Inc.”), having its principal place of business at 2625 Willamette Drive Northeast, Lacey, Washington 98516.

Alliance Enterprises, Inc. will implement the *AWARE* Commercial Off The Shelf (“COTS) Case Management Software as a Subscription Service. Upon Implementation, NHVR will use *AWARE* to manage cases, process case service financial transactions, analyze information, and generate federal and agency reports.

**RECITALS**

The State desires to have Alliance Enterprises, Inc. provide a Commercial-Off-The-Shelf Software System as a Subscription Service (“SaaS”), and associated Services for the Department of Education, Bureau of Vocational Rehabilitation;

Alliance Enterprises, Inc. wishes to provide a Commercial-Off-The-Shelf Software System as a Subscription Service and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

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

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**1.2 Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1
- b. *General Contract Requirements* in Section 6 of the RFP document.
- c. State of New Hampshire, Department of Education Contract 2012-010.
- d. RFP 2012-010 Web-Based Case Management System Software Project, dated 3/16/12, with addendum(s) #1 on 5/15/12, #2 on 5/15/12, #3 on 4/16/12 , #4 on 5/22/12, #5 on 5/22/12 incorporated; then
- e. Alliance's Proposal, dated 5/22/12.

**1.3 Contract Term**

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

The Contract shall begin on the Effective Date and extend through June 30, 2019. The Term may be extended up to 5 years, ("Extended Term") at the sole option of the State, subject to the parties' prior written Agreement on applicable fees for each extended Term.

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

**Time is of the essence in the performance of Alliance Enterprise Inc.'s obligations under the Contract.**

**2. COMPENSATION**

**2.1 Contract Price**

The Contract price, method of payment, and terms of payment are identified are more specifically described in 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. Alliance shall not be responsible for any delay, act, or omission of such other contractors, except that Alliance 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 Alliance.

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Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$2,986,539.

### 3. CONTRACT MANAGEMENT

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

#### 3.1 Alliance's Contract Manager

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

Chris Pieper  
Chief Executive Officer  
2625 Willamette Drive NE, Lacey, WA 98516  
Tel: 360-412-3264  
Fax: 360-456-7100  
Email: Chris.Pieper@allianceenterprises.com

#### 3.2 Alliance's Project Manager

##### 3.2.1 Contract Project Manager

Alliance shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Alliance's selection of Alliance 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 Alliance Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Alliance'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** Alliance's 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 Alliance's representative for all administrative and management matters. Alliance'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. Alliance's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Alliance's Project Manager must work diligently and use his/ her best efforts on the Project.

**3.2.3** Alliance shall not change its assignment of Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Alliance's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Alliance 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:

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*Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. Alliance shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Alliance Project Manager, and Alliance shall continue during the ten (10) business day period to provide competent Project Management Services through the assignment of a qualified interim Alliance 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 Alliance in default, and pursue its remedies at law and in equity, if Alliance fails to assign an Alliance Project Manager meeting the requirements and terms of the Contract.

**3.2.5** Contracted Alliance Project Manager:

Name	Cecile Bentley, MA, CRC, PMP
Title	Project Planning Manager
Address	2625 Willamette Dr. NE
City, State,	Lacey, WA 98516
Zip	
Telephone	360-412-3251
Fax	360-456-7100
Email	cecile@allianceenterprises.com

### **3.3 Alliance Key Project Staff**

**3.3.1** Alliance 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-Alliance Response Checklist*. The State may conduct reference and background checks on Alliance Key Project Staff. The State reserves the right to require removal or reassignment of Alliance's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 3.6: *Background Checks*.

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



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

**Alliance’s Key Project Staff:**

<b>Key Member</b>	<b>Title</b>
Lisa Gifford	Project Management Department Director
Lisa Gifford	Project Oversight Manager
Kevin Spurgin	IT Director
Sven Akerman	Director of Engineering and Technical Services
Craig Keating	Quality Assurance Manager

**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:

Sharon B. DeAngelis  
Department of Education, Vocational Rehabilitation  
21 S. Fruit Street, Suite 20, Concord, NH 03301  
Tel: (603) 271-3806  
Fax: (603) 271-7095  
Email: Sharon.DeAngelis@doe.nh.gov

**3.5 State Project Manager**

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

- a. Assist in leading the Project;
- b. Engaging and managing all vendors;
- c. Assisting in the management of significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals;
- g. Managing stakeholders’ concerns;
- h. Managing Change Requests; and
- i. Approving decision documents.

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The State Project Manager is:

Lisa K. Hatz, M.A., C.R.C.  
Department of Education, Vocational Rehabilitation  
21 S. Fruit Street, Suite 20, Concord, NH 03301  
Tel: (603) 271-7080  
Fax: (603) 271-7095  
Email: Lisa.Hatz@doe.nh.gov

### 3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Alliance Project Manager and the Alliance 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 Alliance Responsibilities

Alliance 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.

Alliance 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*. Alliance must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Alliance 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

Alliance 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, Alliance 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 Alliance 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 Alliance in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Alliance's written Certification. If the State rejects the Deliverable, the State shall notify Alliance of the nature and class of the Deficiency and Alliance shall correct the Deficiency within the period identified in the Work Plan. If no period for Alliance's correction of the Deliverable is identified, Alliance shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State

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shall have five (5) business days to review the Deliverable and notify Alliance of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Alliance fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Alliance to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Alliance 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 G: *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, software, and its related Data assets. See *Contract Agreement -Part 3 - Exhibit G: Testing Services* for detailed information on requirements for Security testing.

### 5. SOFTWARE

#### 5.1 COTS Software and Documentation

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

#### 5.2 COTS Software Support and Maintenance

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

#### 5.3 Restrictions

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

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

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**5.4 Title**

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

**6. WARRANTY**

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

**7. SERVICES**

Alliance 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**

Alliance 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**

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

**7.3 Testing Services**

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

**7.4 Training Services**

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

**7.5 Maintenance and Support Services**

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

**8. WORK PLAN DELIVERABLE**

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

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Unless otherwise agreed in writing by the State, changes to the Contract Exhibit J *Work Plan* shall not relieve Alliance from liability to the State for damages resulting from Alliance'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, Alliance must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Alliance 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 Alliance 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 Alliance'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 Alliance's Work Plan or elements within the Work Plan.

## 9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of Alliance's receipt of a Change Order, Alliance shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Alliance 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 Alliance's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.

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

## 10. INTELLECTUAL PROPERTY

With the exception of any intellectual property owned by Alliance, the State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing operational plans and Alliance's special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

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**10.1 State's Data**

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

**10.2 Alliance's Materials**

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

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 used 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. The provisions within this section shall not apply to any intellectual property owned by Alliance.

**10.4 Custom Software Source Code**

In the event that the State opts for the License Conversion Option, Alliance shall provide the State with a copy of the source code for any Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

**10.5 Survival**

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

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

**11.1 Use of State's Information**

In performing its obligations under the Contract, Alliance may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include,

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but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Alliance 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 Alliance's performance under the Contract.

### 11.2 State Confidential Information

Alliance shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Alliance 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. Alliance shall immediately notify the State if any request, subpoena or other legal process is served upon Alliance regarding the State Confidential Information, and Alliance 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, Alliance 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 Alliance Confidential Information

Insofar as Alliance seeks to maintain the confidentiality of its confidential or proprietary information, Alliance must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Alliance considers the Software and Documentation to be Confidential Information. Alliance 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 Alliance as confidential, the State shall notify Alliance and specify the date the State will be releasing the requested information. At the request of the State, Alliance shall cooperate and assist the State with the collection and review of Alliance's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Alliance's sole responsibility and at Alliance's sole expense. If Alliance fails to obtain a court order enjoining the disclosure, the State shall release the

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information on the date specified in the State's notice to Alliance, without any liability to Alliance.

**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 Alliance 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 Alliance**

Subject to applicable laws and regulations, in no event shall Alliance be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Alliance'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 Alliance's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2-Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

**12.3 State's Immunity**

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

**12.4 Survival**

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

**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 Alliance shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services satisfactorily or on Schedule;



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- 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 Alliance 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 Alliance fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Alliance 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 Alliance 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 Alliance during the period from the date of such notice until such time as the State determines that Alliance has cured the Event of Default shall never be paid to Alliance.
- c. Set off against any other obligations the State may owe to Alliance 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 Alliance 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 Alliance shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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 Alliance. In the event of a termination for convenience, the State shall pay Alliance 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, Alliance shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary

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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 Alliance 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 Alliance, the State shall be entitled to pursue the same remedies against Alliance as it could pursue in the event of a default of the Contract by Alliance.

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

**13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Alliance 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 Alliance 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 Alliance has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

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**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

15.1 Alliance 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 Alliance shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Alliance of any of its obligations under the Contract nor affect any remedies available to the State against Alliance that may arise from any event of default of the provisions of the Contract. The State shall consider Alliance 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 Alliance from assigning the Contract to the successor of all or substantially all of the assets or business of Alliance provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Alliance 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 Alliance, its successors or assigns for the full remaining Term of the Contract; continue under the Contract with Alliance, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Alliance, 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:

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**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Lisa Gifford Project Management Director	Lisa K. Hatz Director	5 Business Days
<b>First</b>	Wendy Massey Operations Director	State Project Management Team (PMT) & Paul K. Leather, Deputy Commissioner	10 Business Days
<b>Second</b>	Chris Pieper CEO	Commissioner Virginia M. Barry	15 Business Days

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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 30 business days from the date that the original Invoking Party's notice is received by the other party.

## 17. ESCROW OF CODE

Not applicable.

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

### 18.2 Shipping and Delivery Fee Exemption

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

### 18.3 Project Workspace and Office Equipment

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

### 18.5 Required Work Procedures

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

### 18.6 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or Data of any kind (hereinafter "Information"), Alliance 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 Alliance access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Alliance 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 Alliance 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 Alliance. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Alliance 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". Alliance understands and agrees 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**

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

#### **18.10 Force Majeure**

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

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

STATE OF NEW HAMPSHIRE  
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CONTRACT 2012-010  
CONTRACT AGREEMENT-PART 2

**18.11 Insurance**

**18.11.1 Alliance Insurance Requirement**

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

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

**18.12 Exhibits**

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

**18.13 Venue and Jurisdiction**

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

**18.14 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.

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Web-Based Case Management System Software Project  
CONTRACT 2012-010-PART 3  
EXHIBIT A  
CONTRACT DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

Alliance shall provide the State with a commercial off the shelf (“COTS”) case management System named “*AWARE*” as a Subscription Service, which shall meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

The Deliverables are set forth in the Schedule 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 shall 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**

Task Name	Start	Finish
Project Duration (Assumes 4/1/2014 Start Date)	4/1/2014	11/31/2015
1.0 Planning Phase	4/1/2014	9/5/2014
1.1 Work Plan	4/1/2014	5/16/2014
1.1a Kickoff Meeting	4/1/2014	4/30/2014
1.1b Baseline Work Plan	4/17/2014	5/16/2014
1.2 Project Status Reports	4/1/2014	5/16/2014
1.3 Business Improvement Plan	4/17/2014	7/18/2014
1.4 Communications and Change Control Plan	4/15/2014	5/21/2014
1.5 Requirements Traceability Matrix	4/1/2014	7/31/2014
1.5a Setup Server for <i>AWARE</i> Validation	4/1/2014	5/12/2014
1.5b Baseline RTM	4/17/2014	5/8/2014
1.6 Software Design Document	4/17/2014	5/14/2014
1.7 Interface Plan	4/28/2014	7/3/2014
1.8 Software Change Control Process Document	5/23/2014	6/19/2014
1.9 Conduct Infrastructure Assessment	4/1/2014	6/16/2014
1.10 Risk and Issue Management Plan	4/14/2014	5/14/2014
1.11 Go-Live Plan	4/15/2014	1/19/2015
1.12 System Administration and Support Plan	6/3/2014	8/28/2014
1.13 Test Management and Detailed Test Plan	6/3/2014	9/5/2014



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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
1.13a Test Management Plan	6/3/2014	7/3/2014
1.13b Detailed Test Plan	8/9/2014	9/5/2014
1.14 Conduct and Document Joint Application Development (“JAD”) Sessions	4/17/2014	8/12/2014
1.14a Adaptation - Mandatory Elements	4/17/2014	7/19/2014
1.14b Gap Analysis	5/17/2014	7/25/2014
1.14c Conduct JAD Sessions - <i>AWARE</i> Customizations and Interfaces	5/1/2014	8/12/2014
1.15 Conduct Information Architecture Review	4/30/2014	5/21/2014
1.16 Data Conversion Plan	5/16/2014	7/10/2014
2.0 Documentation Phase	12/1/2014	1/28/2015
2.1 Documentation of Operational Procedures	12/1/2014	12/29/2014
2.2 Systems Administration Documentation	12/1/2014	12/30/2014
2.3 User Documentation	1/19/2015	1/28/2015
3.0 Training Phase	5/21/2014	1/19/2015
3.1 Training Plan	5/21/2014	9/19/2014
3.2 Knowledge Transfer Plan	4/31/2014	7/8/2014
3.3 Conduct Train-the-Trainer Training	11/1/2014	1/19/2015
4.0 Deployment Phase	7/18/2014	5/29/2015
4.1 Adaptation – Non Mandatory	10/20/2014	12/16/2014
4.2 Customization Development and Release	7/18/2014	1/9/2015
4.3 Adaptation Test	8/15/2014	11/29/2014
4.4 Functioning In-bound and Outbound Interfaces	8/5/2014	11/24/2014
4.4a Ticket to Work	8/5/2014	11/7/2014
4.4b MyNHDOE	8/5/2014	10/10/2014
4.4c NH First	8/5/2014	11/24/2014
4.5 Fully Tested Data Conversion Software	8/28/2014	2/20/2015
4.5a Data Conversion - Organizational Data	6/28/2014	10/7/2014
4.5b Data Conversion - Case Flow Data	7/15/2014	11/7/2014
4.5c Data Conversion – Financial Data	7/30/2014	11/21/2014
4.5d Data Conversion - End User Validation	11/3/2014	12/5/2014
4.5e Fully Tested Data Conversion Software	12/1/2014	1/7/2015
4.5f Setup Production Environment	2/2/2015	4/17/2015
4.6 Converted Data Loaded into Production Environment	3/29/2015	4/12/2015
4.7 Tools for Backup and Recovery	2/15/2015	3/19/2015
4.8 Conduct User Acceptance Test	1/5/2015	3/6/2015
4.9 Conduct Integration Test	3/2/2015	4/10/2015
4.10 Pilot Test	3/27/2015	5/4/2015
4.11 Implementation Cutover to New	5/4/2015	5/29/2015

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Software		
5.0 Warranty	6/1/2015	8/31/2015
5.1 90 day Warranty	6/1/2015	8/31/2015
Stage 2: BEP and Stage 2 Customizations	11/1/2014	11/31/2015
6.1 Stage 2 Planning	11/1/2014	1/31/2015
6.2 Stage 2 Adaptation and Design	12/1/2014	3/31/2015
6.3 Stage 2 BEP Data Conversion Mapping and Pan	1/1/2015	3/31/2015
6.4 Stage 2 BEP Data Conversion	1/1/2015	8/31/2015
6.5 Stage 2 Customization Development and Release	1/1/2015	8/31/2015
6.6 Stage 2 User Acceptance Test	4/1/205	11/31/2015
6.7 Stage 2 Go-Live	11/1/2015	11/31/2015

**3. TRAINING DELIVERABLES**

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

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

FINAL PROPOSAL - STAGGERED LAUNCH Activity, Deliverable or Milestone	Delivery Type	Payment (Less Holdback if applicable)	Delivery Date (MM/DD/YY)
<b>STAGE I: VR/LOB Implementation</b>			
<b>1.1 Planning</b>			
1.1 Work Plan			
1.1a Kickoff Meeting	Non-Software / Written	\$14,135	4/30/2014
1.1b Baseline Work Plan	Non-Software / Written	\$11,565	5/31/2014
1.2 Project Status Reports	Written	\$3,855	5/31/2014
1.3 Business Improvement Plan	Written	\$5,140	7/31/2014
1.4 Communication and Change Control Plan	Written	\$7,710	5/31/2014
1.5 Requirements Traceability Matrix (RTM)			
1.5a Setup Server for AWARE Validation	Non-Software / Written	\$16,961	5/31/2014
1.5b Bseline RTM	Non-Software / Written	\$39,578	7/31/2014
1.6 Software Design Document	Non-Software	\$5,140	5/31/2014
1.7 Interface Plan	Written	\$16,202	7/31/2014
1.8 Software Change Control Process Document	Written	\$6,168	6/30/2014
1.9 Infrastructure Assessment and Recommendations	Written	\$15,420	6/30/2014
1.10 Risk and Issue Management Plan	Written	\$5,140	5/31/2014
1.11 Go-Live Plan	Written	\$25,700	1/31/2015
1.12 System Administration and Support Plan	Written	\$25,700	8/31/2014
1.13 Testing Management and Detailed Test Plan			
1.13a Test Management Plan	Written	\$4,523	7/31/2014
1.13b Detailed Test Plan	Written	\$16,036	9/30/2014
1.14 Conduct and Document Joint Application Development (JAD) Sessions			
1.14a Adaptation-Mandatory Elements	Written	\$17,921	7/31/2014
1.14b Gap Analysis	Written	\$7,965	7/31/2014
1.14c JAD Sessions Complete	Written	\$13,938	8/31/2014
1.15 Conduct Information Architecture Review	Non-Software	\$6,425	5/31/2014
1.16 Data Conversion Mapping and Plan	Written	\$47,966	7/31/2014
<b>2. Documentation</b>			
2.1 Documentation of Operational Procedures	Written	\$7,710	12/31/2014
2.2 Systems Administration Documentation	Non-Software	\$5,140	12/31/2014
2.3 User Documentation	Non-Software	\$5,140	1/31/2015

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<b>FINAL PROPOSAL - STAGGERED LAUNCH</b> Activity, Deliverable or Milestone	<b>Delivery Type</b>	<b>Payment (Less Holdback if applicable)</b>	<b>Delivery Date (MM/DD/YY)</b>
<b>STAGE 1: VR/ILOB Implementation</b>			
<b>3: Training</b>			
3.1 Training Plan	Non-Software	\$8,995	9/30/2014
3.2 Knowledge Transfer Plan	Written	\$10,280	7/31/2014
3.3 Conduct Train the Trainer Training	Non-Software	\$41,119	1/31/2015
<b>4: Deployment</b>			
4.1 Adaptation - Non-Mandatory	Non-Software	\$46,259	12/31/2014
4.2 Customization Development and Release	Software	\$53,730	1/31/2015
4.3 Adaptation Test	Software	\$52,941	11/30/2014
4.4 Functioning Inbound and Outbound Interfaces	Software		
4.4a Ticket to Work	Software	\$22,759	11/30/2014
4.4b MyNHDOE	Software	\$29,261	10/31/2014
4.4c NHFirst	Software	\$13,005	11/30/2014
4.5 Fully Tested Data Conversion Software			
4.5a Data conversion - Organizational Data	Software	\$14,390	10/31/2014
4.5b Data Conversion - Case Flow Data	Software	\$35,974	11/30/2014
4.5c Data Conversion - Financial Data	Software	\$21,585	11/30/2014
4.5d Data Conversion - End User Validation	Software	\$35,974	12/31/2014
4.5d Fully Tested Data Conversion Software	Software	\$18,707	1/30/2015
4.5f Set Up Production Environment	Software	\$17,267	4/30/2015
4.6 Converted Data Loaded into Production Environment	Software	\$26,163	4/30/2015
4.7 Tools for Backup and Recovery of all Applications and Data	Written	\$14,135	3/31/2015
4.8 User Acceptance Test (UAT)	Non-Software	\$38,970	3/31/2015
4.9 Conduct Integration Testing	Software	\$33,410	4/30/2015
4.10 Pilot Test	Written	\$38,550	5/31/2015
4.11 Go-Live	Non-Software	\$41,118	5/31/2015
<b>5: Warranty</b>			
5.1 90 day Warranty	Non-Software	\$0	8/31/2015
Holdback Payment	n/a	\$105,081	8/31/2015
<b>Stage 1 Total</b>		<b>\$1,050,801</b>	
<b>STAGE 2: BEP and Stage 2 Customizations</b>			
6.1 Stage 2 Planning	Written	\$61,666	1/31/2015
6.2 Stage 2 Adaptation and Design	Written	\$143,888	3/31/2015
6.3 Stage 2 BEP Data Conversion Mapping and Plan	Written	\$20,555	3/31/2015
6.4 Stage 2 BEP Data Conversion	Non-Software	\$34,259	8/31/2015
6.5 Stage 2 Customization Development and Release	Software	\$205,555	8/31/2015
6.6 Stage 2 User Acceptance Test	Software	\$191,852	11/31/2014
6.7 Stage 2 Go-Live	Non-Software	\$27,407	11/31/2015
<b>Stage 2 Total</b>		<b>\$825,112</b>	
<b>Combined Implementation and Data Conversion Subtotal</b>		<b>\$1,736,033</b>	

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FINAL PROPOSAL - STAGGERED LAUNCH Activity, Deliverable or Milestone	Delivery Type	Payment (Less Holdback if applicable)	Delivery Date (MM/DD/YY)
<b>Web-based Software as a Service Fee</b>			
SFY2014 Subscription (SaaS) Fee (4/1/2014-6/30/2014)	Annual Fee	\$21,705	
At Rest Data Encryption Option	Annual Fee	\$13,500	
SFY2015 Subscription (SaaS) Fee (7/1/2014-6/30/2015)	Annual Fee	\$106,302	
At Rest Data Encryption Option	Annual Fee	\$54,000	
SFY2016 Subscription (SaaS) Fee (7/1/2015-6/30/2016)	Annual Fee	\$186,152	
At Rest Data Encryption Option	Annual Fee	\$56,700	
SFY2017 Subscription (SaaS) Fee (7/1/2016-6/30/2017)	Annual Fee	\$198,085	
At Rest Data Encryption Option	Annual Fee	\$59,535	
SFY2018 Subscription (SaaS) Fee (7/1/2017-6/30/2018)	Annual Fee	\$207,989	
At Rest Data Encryption Option	Annual Fee	\$62,512	
SFY2019 Subscription (SaaS) Fee (7/1/2018-6/30/2019)	Annual Fee	\$218,388	
At Rest Data Encryption Option	Annual Fee	\$65,638	
<b>Total Software as a Service Fees</b>		<b>\$1,259,500</b>	
<b>TOTAL COSTS</b>		<b>\$2,986,539</b>	

APPROACH 2: STAGGERED LAUNCH Software As A Service	SFY 2014 (April 2014- Jun 2014)	SFY 2015 (Jul 2014- Jun 2015)	SFY 2016 (Jul 2015- Jun 2016)	SFY 2017 (Jul 2016- Jun 2017)	SFY 2018 (Jul 2017- Jun 2018)	SFY 2019 (Jul 2018- Jun 2019)	TOTAL
<b>Implementation and Data Conversion</b>							
Stage 1: VR, IL, Older Blind	\$92,519	\$853,251	\$105,081	\$0	\$0	\$0	\$1,050,851
Stage 2: BEP and Stage 2 Customizations	\$0	\$226,109	\$459,073	\$0	\$0	\$0	\$685,182
<b>Subtotal Implementation and Data Conversion</b>	<b>\$92,519</b>	<b>\$1,079,360</b>	<b>\$564,154</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,736,033</b>
Web Based Software as a Service Fee (Inclusive of Technical Support, Maintenance and Updates)	\$21,705	\$106,302	\$186,152	\$198,085	\$207,989	\$218,388	\$938,621
At Rest Encryption	\$13,500	\$54,000	\$56,700	\$59,535	\$62,512	\$65,638	\$311,885
<b>GRAND TOTAL</b>	<b>\$127,724</b>	<b>\$1,239,662</b>	<b>\$807,006</b>	<b>\$257,620</b>	<b>\$270,501</b>	<b>\$284,026</b>	<b>\$2,986,539</b>

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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 Contract totaling \$2,986,539 for the period between the Effective Date through June 30, 2019, with an option to extend an additional five (5) years. Alliance shall be responsible for performing its obligations in accordance with the Contract. This Contract shall allow Alliance to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

**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 \$2,986,539 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Alliance for all fees and expenses, of whatever nature, incurred by Alliance in the performance hereof.

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

**3. INVOICING**

Alliance 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. Alliance 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 shall pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices shall not be backdated and shall be promptly dispatched.

Invoices shall be sent to:  
Bureau of Vocational Rehabilitation  
Attention: Sharon DeAngelis  
21 S. Fruit Street, Suite 20  
Concord, NH 03301

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**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:  
Alliance Enterprises  
2625 Willamette Drive NE  
Lacey, WA 98516

**5. OVERPAYMENTS TO ALLIANCE**

Alliance 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 Alliance's invoices with appropriate information attached.

**7. FUTURE RATES**

<b>FINAL PROPOSAL - STAGGERED LAUNCH</b>	<b>SFY 2014</b>	<b>SFY 2015</b>	<b>SFY 2016</b>	<b>SFY 2017</b>	<b>SFY 2018</b>	<b>SFY 2019</b>
<b>Position Title</b>	<b>(April 2014- Jun 2014)</b>	<b>(Jul 2014- Jun 2015)</b>	<b>(Jul 2015- Jun 2016)</b>	<b>(Jul 2016- Jun 2017)</b>	<b>(Jul 2017- Jun 2018)</b>	<b>(Jul 2018- Jun 2019)</b>
Account Manager - Remote	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Account Manager - Onsite	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Manager - Remote	\$150.00	\$150.00	\$158.00	\$166.00	\$175.00	\$184.00
Project Manager - Onsite	\$200.00	\$200.00	\$210.00	\$221.00	\$233.00	\$245.00
IT - Remote	\$150.00	\$150.00	\$158.00	\$166.00	\$175.00	\$184.00
IT - Onsite	\$200.00	\$200.00	\$210.00	\$221.00	\$233.00	\$245.00
Engineering - Remote	\$150.00	\$150.00	\$158.00	\$166.00	\$175.00	\$184.00
Engineering - Onsite	\$200.00	\$200.00	\$210.00	\$221.00	\$233.00	\$245.00
Training - Remote	\$150.00	\$150.00	\$158.00	\$166.00	\$175.00	\$184.00
Training - Onsite	\$200.00	\$200.00	\$210.00	\$221.00	\$233.00	\$245.00
Analysis - Remote	\$150.00	\$150.00	\$158.00	\$166.00	\$175.00	\$184.00
Analysis - Onsite	\$200.00	\$200.00	\$210.00	\$221.00	\$233.00	\$245.00
Data Conversion - Remote	\$150.00	\$150.00	\$158.00	\$166.00	\$175.00	\$184.00
Data Conversion - Onsite	\$200.00	\$200.00	\$210.00	\$221.00	\$233.00	\$245.00
Interface - Remote	\$150.00	\$150.00	\$158.00	\$166.00	\$175.00	\$184.00
Interface - Onsite	\$200.00	\$200.00	\$210.00	\$221.00	\$233.00	\$245.00
Administrative Support	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

**8. PROJECT HOLDBACK**

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

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EXHIBIT C  
SPECIAL PROVISIONS**

**The following Special Provisions shall apply to this Contract:**

**Delete Section 9.1 of Form P-37 General Provisions and replace with the following language:**

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, with the exception of intellectual property owned by the Contractor, 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.

**Delete Section 14.1.1 of Form P-37 General Provisions and replace with the following language:**

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 each occurrence and general aggregate \$2,000,000.

CA 10 **After the sentence “Alliance does not transfer ownership to agencies.” in Contract Agreement Part 2: Section 10: Intellectual Property, Add the following language: to Contract Agreement Part 2: Section 10: Intellectual Property:**

**Alliance Ownership.** Alliance solely owns the intellectual property in the Subscription Services. Unless explicitly stated herein, nothing in this Contract shall be construed as conferring any license to State of any other intellectual property rights of Alliance or its third party licensors or suppliers, whether by estoppel, implication or otherwise. All trademarks, service marks, trade names, and logos appearing on or within the Subscription Services are the property of Alliance and shall inure to the benefit of Alliance.

CA 13 **Add the following language to Contract Agreement – Part 2: Section 13: Termination:**

**13.5 Survival.** Termination of this Contract shall not relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination. In addition, the payment obligations and provisions contained in Sections 3.4, 3.5, 5.4, 5.5, 6, 7, 10, 11, and 12 shall survive the expiration or termination of this Contract for any reason.

**13.6 Return of State Data.** Upon written request by State, made within 90 days after the effective date of termination of this Contract, Alliance shall make available for download, a file



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containing the State Data in comma separated value ("CSV") format along with attachments in their native format. After such 90-day period, Alliance shall have no obligation to maintain or provide the State with any State Data and shall thereafter, unless legally prohibited, delete all State Data from the Subscription Services or otherwise in Alliance possession or under Alliance control.

CA 18

**Add the following language to Contract Agreement, Section 18: General Provisions:**

**18.9 Proper Use.** State shall be responsible for its use of the Subscription Services in accordance with the applicable User Guides. User Guides may be amended from time to time by Alliance, in its sole discretion; provided, however, that no terms contained in any User Guide shall serve to modify the terms of this Contract unless such terms are set forth in an amendment signed by both parties. User Guide(s) are provided only to guide, assist, and direct the State and End User(s) regarding the utilization of features and functions, contained within the Subscription Services and are not intended to supplant, supplement or replace any of the substantive terms and obligations set forth under this Contract.

**18.10 State Data.** The State is solely responsible for all State Data and the use of the interactive areas of the Subscription Services by State and End Users. State shall not, and shall require that the End Users do not, post, upload to, transmit, distribute, store, create or otherwise publish through the Subscription Services ("post") any State Data:

that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, State, national, or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;

that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

that impersonates any person or entity or otherwise misrepresents State's affiliation with a person or entity;

that is subject to any export control laws or regulations; or

That, in the sole judgment of Alliance, is objectionable or which may expose Alliance or the Users to any harm or liability of any type.

State agrees not to, and shall ensure Users do not post any:

Unsolicited promotions, political campaigning, advertising, or solicitations;

Private (i.e. nonpublic) information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers; and

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Viruses, corrupted data, or other harmful, disruptive, or destructive files.

**18.11 Compliance with law.** State shall use the Subscription Services in compliance with all applicable local, State, and federal laws and regulations including, without limitation all privacy and intellectual property laws.

Alliance takes no responsibility and assumes no liability for any State Data. State's use of the Subscription Services is at State's own risk. Although Alliance has no obligation to screen, edit or monitor any of the State Data or other non-Alliance provided content posted on the Subscription, Alliance RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN, OR EDIT ANY CONTENT OR DATA POSTED OR STORED ON THE SITE AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE STATE TO DO THE SAME, AND STATE IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER DATA POSTED OR STORED ON THE SUBSCRIPTION SERVICES AT STATE'S SOLE COST AND EXPENSE.

**Conclude this Section 18, by numbering the sections sequentially, beginning with 18.12 Force Majeure.**

CA 18

**Add the following language to Contract Agreement Part 2: Section 18: General Provisions:**

**18.15 Non-Solicitation.** Alliance and the State agree that the employees of Alliance and the State may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, Alliance and the State each agree not to recruit or employ, either directly or indirectly, a present employee of the other during the term of this Contract without the expressed written permission from the other party.

**18.16 Entire Agreement; Amendments; Conflicts; Headings.** This Contract, including all of its EXHIBITS, each of which is incorporated into this Contract, is the entire Agreement between the parties with respect to its subject matter, and supersedes and replaces any prior Agreement between the parties with respect to said subject matter and there are no other representations, understandings or Agreements between the parties relative to such subject matter.

No amendment to, or change, waiver or discharge of any provision of this Contract shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.

The section and paragraph headings in this Contract are for convenience of reference only and shall not govern, or affect the interpretation of any of, the terms or provisions of this Contract.

**18.17 Debarment.** The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 34 CFR 364 and the following U.S. Circular:

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- a. OMB Circular A-110 – “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.” Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”.

- A After the sentence in Section 1 of Exhibit A: Contract Deliverables ending with “in accordance with the time frames in the Work Plan.” Add the following language to Exhibit A: Contract Deliverables:**

**Professional Services.** Alliance shall deploy professional Services to deliver a Solution on a Not to Exceed Price basis as set forth in this Contract with Deliverables on a Firm Fixed Price. The State may also engage Alliance to provide additional Professional Services. Professional Services may be provided on a Firm Fixed Price basis and described in a Change Order to be executed between the parties.

- A Add the following language to Exhibit A: Deliverables:**

**1.1 Subscription Software.** The Subscription Services includes access to the following proprietary software applications (AWARE Software):

*AWARE* Framework and VR Application  
*AWARE* Visual Intelligence Solution (VIS) BI Adaptor  
*AWARE* Visual Intelligence Solution (VIS) Tableau OEM Desktop (6)  
*AWARE* VIS VR Tableau Templates  
*AWARE* Social Security Reimbursement (SSR) Application  
*AWARE* VIS SSR Tableau Templates  
*AWARE* BEP (Stage 2)  
*AWARE* VIS BEP Tableau Templates (Stage 2)

**1.2 Scope of Subscription Services.** The Subscription Services include the following:

- Implementation of AWARE Software on hosted Services
- External Systems Interface management
- System and application security configuration
- Installation of hardware into the server environment
- Upgrade of hardware in the server environment
- Installation of OS and server application software
- Administration of server operations and security
- Monitoring of file-System and disk usage
- Monitoring of System performance, reliability, and availability
- System backup and recovery
- Monitoring for suspicious System activity

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- Monthly reporting
- Security Incident reporting
- Reporting of datacenter SSAE\SOC II Certification verifications

**1.3 Maximum Case Memory Utilization.**

1 GB per user for Case Data  
50 GB (Total) for Attachments

**B Add the following language to Exhibit B: Price and Payment Schedule**

**1.2 Subscription Software.** The Subscription Services includes access to the following proprietary software applications (AWARE Software):

*AWARE* Framework and VR Application  
*AWARE* Visual Intelligence Solution (VIS) BI Adaptor  
*AWARE* Visual Intelligence Solution (VIS) Tableau OEM Desktop (6)  
*AWARE* VIS VR Tableau Templates  
*AWARE* Social Security Reimbursement (SSR) Application  
*AWARE* VIS SSR Tableau Templates System  
*AWARE* BEP (Stage 2)  
*AWARE* VIS BEP Tableau Templates (Stage 2)

**1.3 Scope of Subscription Services.** The Subscription Services include the following:

Implementation of AWARE Software on hosted Services  
External System Interface management  
System and application security configuration  
Installation of hardware into the server environment  
Upgrade of hardware in the server environment  
Installation of OS and server application software  
Administration of server operations and security  
Monitoring of file-System and disk usage  
Monitoring of System performance, reliability, and availability  
System backup and recovery  
Monitoring for suspicious System activity  
Monthly reporting  
Security Incident reporting  
Reporting of datacenter SSAE\SOC II Certification verifications

**1.4 Maximum Case Memory Utilization.**

1 GB per user for Case Data

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50 GB (Total) for Attachments

**B Add the following language to Exhibit B, Section 2 Total Contract Price: Price and Payment Schedule**

**2.1 Payment Terms**

**2.1.1 Subscription and Service Fees.** The State shall pay applicable Alliance fees, for Web-based Software Subscription Services as set forth in the Contract. Such fees are due in advance of enabling the Subscription Services rendered and are based upon the Subscription Level provided by Alliance to the State under the terms of this Contract and each applicable Invoice.

**2.1.2 Payment Terms.** Alliance shall submit to the State written Invoice(s) for the amounts due hereunder either (a) each year, before the subsequent anniversary, for annual licenses and subscriptions, (b) at the end of the then-current term, as identified in this Contract or related Invoice, (c) as otherwise mutually agreed upon, in writing, during the term of this Contract. The renewal charge shall be equal to the rates as stated in the Contract. Fees for other Services shall be charged on an as-quoted basis and subject to written confirmation both parties following the State's Change Order Process not to exceed the amount allotted for such changes.

If payment is not received by the due date stated on the Invoice, the State's access to the Subscription Services may be suspended. If account access is suspended, the State's account balance must be paid in full prior to reconnection.

**2.1.3 Case Memory Utilization.** A Subscription Services account includes a minimum Case Memory Utilization ("CMU") as defined in Exhibit A to accommodate State Data, which includes End User case records (current year and archived cases) case notes, attachments, and other related case data. The basic CMU allocation shall be noted on the initial Invoice with any additional CMU upgrades reflected in subsequent invoices.

Alliance shall use reasonable efforts to notify the State's Administrator when the account's CMU approaches ninety percent (90%) of the maximum records currently available to the State's End Users, to offer options to resolve the overage prior to suspending the account. State, in consultation with Alliance, shall have an opportunity to extend its CMU allocation to support additional case records. An Invoice for any necessary CMU upgrades, approved by the State, shall be sent and payable upon receipt thereof. If said Invoice is not contested and is not paid within thirty (30) days, Alliance may, at its discretion terminate the State's account. Any failure by Alliance to notify the State that the account CMU is approaching 90% and/or exceeding the maximum CMU, shall not affect the State's responsibility to remit to Alliance additional fees arising from the State END USERS exceeding the account's CMU.

Alliance reserves the right to establish or modify its general practices and limits regarding CMU thresholds, provided however that the State shall be (i) afforded not less than thirty (30) days' notice of said changes and (ii) the State be afforded the current CMU terms through the end of the current subscription term as defined by the most recent Invoice.

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**2.1.5 Payments Upon Termination.** Upon expiration or termination of this Contract for any reason, the State shall pay all unpaid fees and other amounts due, as of the date of termination, to Alliance hereunder, all of which shall become immediately due and payable according to the terms of this Contract.

**E Add the following language to Exhibit E-1: Security:**

**1.1 Logon IDs.** State and End User(s) shall safeguard the Logon ID and passwords used to access the Subscription Services. State shall be solely responsible for any communications or transactions that are made by the End User(s), under its allocated Logon Ids(s) and passwords, and any other obligation that may result from such use according to the terms of this Contract. State is responsible for managing End User accounts, Logon IDs, and passwords and is solely responsible for End User's compliance with this Contract.

A separate Login ID and password is required for each named End User. The Logon ID and password cannot be shared or used by more than one End User but may be reassigned to a the new End User replacing former End User who no longer require ongoing use of the Subscription Services.

State shall be responsible for notifying Alliance should it become aware that a Logon ID or password has been stolen, disclosed to unauthorized users, or might otherwise be misused according to the terms of this Contract. State shall ensure that its End User(s) do not disclose or transfer their Logon ID(s) and passwords to any third party.

**E-1 Add the following language to Exhibit E-1: Security and Infrastructure**

**Security & Redundancy.** Alliance shall implement procedures designed to prevent unauthorized access to its Systems and servers used to host and maintain the State's data, including case records, notes, attachments, and other information attached to the case record, and limit access to any other restricted areas of Alliance servers used to host the State information. While not limiting the foregoing, Alliance shall ensure that any State data that is stored on, or transmitted to and from, the Subscription Services shall be encrypted using not less than 128 bit-key SSL (or substantially similar) technology and a commercially reasonable level of redundancy.

**H Add the following language to Exhibit H : Maintenance and Support Services, Section 1: System Maintenance:**

**1.2 Modifications; upgrades.** Alliance regularly upgrades and updates the Subscription Services. This means that the Subscription Services are continually evolving. Some of these changes shall occur automatically, while others may require State to schedule and implement the changes. The changes may also mean that State needs to upgrade its equipment in order to make efficient use of the Subscription Services. Alliance shall provide State with advance notification

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in this case. Alliance shall use commercially reasonable efforts to maintain the Subscription Services such that they comply with RSA regulations and applicable law. Alliance agrees to give the State at least thirty (30) days' notice prior to making any material changes to the Subscription Services or Support Services or other Operational requirements during the term of this Contract. For any material changes requiring upgrades to the State's Software, Hardware, Configuration, or any other processes requiring significant changes on the State's behalf. One hundred and twenty (120) days' notice is required.

**H Add the following language to Exhibit H : Maintenance and Support Services, Section 1: System Maintenance:**

**Operation; Access.** Alliance, or its service provider, shall host, operate and maintain the Subscription Services and shall provide the Support Services as further described in the Contract. The Subscription Services shall be provided to the State according to the terms of this Contract, including those terms set forth under Exhibit G describing the Service Level Agreement.

**H Add the following language to Exhibit H : Maintenance and Support Services**

Support Service & Service Levels

**4. Service Hours & Maintenance Windows.**

**4.1 Subscription Service Availability Hours.** Alliance shall use commercially reasonable efforts to make the Subscription Services available 24x7x365, excluding Maintenance Windows.

**4.2 Maintenance Windows.** Scheduled maintenance activities shall occur between 10:01 PM and 4:00 AM pacific time. Additional maintenance windows for the Subscription Services as deemed reasonably necessary by Alliance to meet Operational goals of the AWARE Software, or as requested by State shall be agreed upon between the parties and may be subject to additional fees. State agrees that, for those rare events when Alliance must take ad-hoc unilateral action to maintain the System health, security, or other Operational goals, such maintenance times shall be considered part of scheduled maintenance when computing availability metrics.

**4.3 Support Service Hours.** State may contact Alliance by telephone or email to report an incident (each, a "Support Request.") Telephone and Email assistance is available Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern time, except for holidays observed by government agencies and/or Alliance.

**5. General Service Targets.** Alliance shall use commercially reasonable efforts to ensure that the Subscription Services meet the following Operational performance, reliability, and functionality targets (subject to use by the number of Users as permitted by the State Contract):

95.0% of non-report application-page responses shall occur in less than 4 seconds

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99.0% of non-report application-page responses shall occur in less than 8 seconds  
All System pages shall be functionally available 99.9% of defined service hours for a given calendar month.

Measurement of compliance with all general service targets shall be done at the data center Internet point of presence and metrics shall be based on response time data automatically recorded by server logs during defined service hours over a calendar month. Alliance may, at its discretion, add additional metrics sources for purposes of refining, corroborating, or correlating the primary metrics used.

In the event of an incident where General Service Targets are not met, Alliance and State agree to jointly determine from collected metrics and logs if the incident is attributable to the Services or other conditions.

**6. Service Availability Targets.** Alliance shall use commercially reasonable efforts to ensure that the Subscription Services are available 99.9% of the time excluding Maintenance Windows (subject to use by the number of Users as permitted by the State Contract). Availability is as defined as to the ability to fully execute business processes reliant on use of the Subscription Services. Compliance with Service Availability Targets shall be measured using availability metrics recorded by an automated third party service monitoring availability from a minimum of three geographic locations. These minimum locations shall include Seattle, WA; Denver, CO; and Ruston, VA.

**7. Service Availability Commitment.** If Alliance and the State determine that its server availability has not achieved a cumulative uptime rate of 99.95%, for any calendar month (based upon an average 30-day month), Alliance, upon State's request, shall credit the State's account for such month the pro-rated charges amounting to 10% of the monthly service fee for that State account.

Or, if Alliance and the State determine that its server availability has not achieved a cumulative uptime rate of 99.90%, for any calendar month (based upon an average 30-day month), Alliance, upon State's request, shall credit State's account for such month the pro-rated charges amounting to 25% of the monthly service fee for that State account.

Or, if Alliance and the State determine that its server availability has not achieved a cumulative uptime rate of 99.00%, for any calendar month (based upon an average 30-day month), Alliance, upon State's request, shall credit State's account for such month the pro-rated charges amounting to 50% of the monthly service fee for that State account.

Server availability is monitored and determined by Alliance. State may contest the published server availability metrics by providing written notice of such challenge to Alliance. Upon receipt of notice, Alliance shall engage a subject matter expert to review the contested server availability metrics, and the State may submit additional information relating to the contested server availability metrics. Upon conclusion of the review by Alliance, not to exceed thirty (30) days, Alliance shall provide the State a written report summarizing the review process, the third party results, and conclusions. Each party reserves its rights under the Agreement with respect



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to any further dispute regarding the contested server availability metrics.

Credits shall not apply to charges for Services other than the hosting Services for which such commitment was not met. State's account shall not be credited more than once per month under this server availability commitment and shall not exceed 50% of the monthly fee for that service.

**8. Incidents and Service Requests, Problem Management.**

**8.1 Scope of Eligible Incidents, Requests, and Problems.** Alliance shall manage unplanned interruptions in the Subscription Services (each, an "*Incident*") and applicable General Service Targets, and Service Availability Targets defined in this Exhibit.

**8.2 Incident Handling.** Alliance shall use a formal Incident Management process to ensure all Incidents are processed which shall include the following:

Identification  
Logging  
Categorization  
Prioritization  
Escalation  
Investigation/Diagnosis  
Resolution/Recovery  
Closure

**8.3 Incident Classification.** State shall then report Incidents to Alliance by electronic mail at the address "support@allianceenterprises.com," "support@getaware.com" or such other address as may be designated from time to time by Alliance, specifying in detail the nature of such Incident and the circumstances under which the Incident occurs.

Incidents shall be classified by Alliance as Severity 1 - Critical, Severity 1 - High, Severity 2, Severity 3 or State-introduced, as follows:

- (i) Severity 1 - Critical: (1) Whole or critical business functions of the Subscription Services are down, or (2) whole or part of Mandated Business Operations workflow is inoperative and an entire business process or an entire functional program is impacted. A "Mandated Business Operation" shall refer to State staff members using the System to meet the requirements specified in U.S. Department of Education, Rehabilitation Services Administration ("RSA") Regulations, and RSA reporting Policy Directives within the scope of the System as defined by the User Documentation and Technical Documentation for the current version.
- (ii) Severity 1 - High: Within the Subscription Services, the AWARE Software is saving data incorrectly or the Incident is causing a commonly used report to calculate statistics or financial data incorrectly.

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- (iii) Severity 2: Within the Subscription Services, information cannot be input or retrieved from the System within the required deadline of a lower priority. One or more staff cannot perform an assigned task through the System but can process other work.
- (iv) Severity 3: The Subscription Services or AWARE Software exhibits formatting or other cosmetic problems, but is still functional.
- (v) State-Introduced Incident: An Incident introduced by State misuse of the System.

**8.4 Response, verification, and Resolution Time.** Alliance shall respond to and resolve Support Requests as follows:

- (i) Severity 1 - Critical: Alliance shall give the highest scheduling priority and devote its best available resources to resolve Severity 1 - Critical-level Incidents Alliance shall respond to the State within 2 hours after receipt of the Support Request and shall work with the State to verify the Incident as soon as possible after the initial response. Verification of the Incident, Alliance shall provide a Work-Around procedure to overcome the effect of the Incident immediately after of the Incident. Alliance shall devote reasonable commercial efforts to resolve the Severity 1 - Critical-level Incidents after verification. Even if a Work-Around procedure is implemented, Alliance shall continue to devote its best available resources until the Critical-level Incident is resolved.
- (ii) Severity 1 - High: Alliance shall give the next highest scheduling and resource priority to Severity 1 - High-level Incidents. Alliance shall respond to the State within one (1) Business Day after receipt of the Support Request. Verification of the problem shall be concluded within five (5) Business Days after Alliance has responded to the Support Request. Alliance shall use reasonable commercial efforts to resolve Severity 1 - High-Level Incidents no more than fifteen (15) days after verification for those functions that are used on a daily basis or needed by an immediate date. Otherwise, Alliance shall release the correction within the next software Release but no later than 45 days after verification. The State and Alliance shall jointly set the release Schedule based on the frequency of use of the feature.
- (iii) Severity 2: Alliance shall give the next highest scheduling and resource priority to Severity 2 Incidents. Alliance shall devote commercially reasonable efforts to respond to Severity 2 Incidents within one (1) Business Day after receipt of the Support Request. Verification of the problem shall be concluded within seven (7) Business Days after Alliance has responded to the Support Request. Alliance shall use reasonable commercial efforts to resolve Severity 2 Incidents no more than thirty (30) days after verification for those functions that are used on a daily basis or needed by an immediate date. Otherwise, Alliance shall update the Subscription Services with a correction no later than 45 days after verification.
- (iv) Severity 3: Alliance in its sole discretion shall determine whether or not to respond to Severity 3 Incidents in a future version of the Subscription Services.

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- (v) State-Introduced Incident: If, in its sole discretion, Alliance believes such Incidents can be resolved, Alliance shall correct these on an hourly billing basis as its schedule and resources permit. Otherwise, Alliance shall have no obligation to correct any State-introduced Incident.

**9. Service Reporting, Reviews, and Continual Improvement.**

**9.1 Monthly Reports.** Within 10 business days following the end of each calendar month, Alliance shall provide monthly reports to State detailing the following minimum information for the month prior to the report:

General Service Target Compliance Metrics  
Subscription Services Availability Compliance Metrics  
Security Incident summary  
Unplanned downtime – monitored  
Unplanned downtime – unmonitored  
Critical Incident summary  
Backup exception summary

**9.2 Annual Service Review and Continual Improvement.** Alliance and State agree to remotely conduct a joint annual service review to identify service concerns, areas of new business opportunity, new requirements for consideration, and suggested service improvements. Alliance agrees to provide the summary of this review to State no later than 30 business days after the annual review is concluded.

State agrees that all findings other than service deficiencies shall be deemed advisory in nature and not actionable except through mutual Agreement or Contract.

**J Add the following language to Exhibit J: Work Plan, Section 1-A: General::**

**2. State Responsibilities**

**Infrastructure.** State is solely responsible for ensuring it has the infrastructure to use and access the Subscription Services, including, without limitation, a high speed Internet connection, and compatible hardware and software with the minimum requirements being Intel Premium Dual Core 2.4GHz processor, 2 GB RAM (32-bit) or 4GB RAM (64-bit), 2GB free disk space; Windows 7 and Internet Explorer 8.

**K Delete Exhibit K: Software License and Related Terms, Section 1: License Grant and replace with:**

**Add the following language to Exhibit K : Software License and Related Terms:**

**1. Access to Subscription Services.** During the Term of this Contract, The State has the limited, non-transferable right to access and use the Subscription Services solely for Agency's

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internal business purposes including the right to load, store, and display State Data through the Subscription Services. The Subscription Services may only be used by the State and anyone approved by the State, including its divisions, political subdivisions, officers, employees, contractors, subcontractors, or agents so long as such person's use of the Subscription Services is on behalf of the State and in the context and for the purposes intended by this Contract (an "End User"). Authorized End Users(s) shall be assigned a named account including a unique user logon ID ("Logon ID") and password, used to access the Subscription Services. Additional End Users may be added during the subscription term, at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the term, provided that the additional End User subscriptions shall terminate on the same date as the pre-existing subscriptions.

**K Add the following language to Exhibit K: Software License and Related Terms:**

**8. License Conversion Option** State may elect the option to purchase a "License Conversion Option" under this Contract. The License Conversion gives the State the right to convert from a subscription to the Subscription Services to a license to the AWARE Software at any time. Alliance shall ensure that a current version of the AWARE Software, along with all other Documentation related to the AWARE Software ("Deposit Materials") is placed in escrow, which such escrow shall be governed by the escrow Agreement ("Escrow Agreement") attached at Attachment A. In the event a release condition is triggered as set forth in the Escrow Agreement, Alliance hereby grants State a nonexclusive, perpetual, nontransferable license to use the Deposit Materials for internal purposes, including but not limited to, correcting errors, performing bug fixes, or performing maintenance on the AWARE Software. Alliance agrees that it shall be solely responsible for all costs and expenses associated with the Escrow Agreement.

If State exercises the License Conversion Option they would then receive a license to the latest version of the Software and this Subscription Services Agreement shall immediately terminate. At that time the State must Contract with Alliance for a full year of Upgrade Maintenance and Support pursuant to Alliance's standard Upgrade Maintenance and Support terms and any other conversion Services needed to complete the transition away from the subscription model.

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**L Add the following language to Exhibit L: Warranty:**

**1.9 State Data** The State represents and warrants that it owns and controls all of the rights to the State Data (State Data).

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY ALLIANCE, THE SUBSCRIPTION SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALLIANCE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SUBSCRIPTION SERVICES. ALLIANCE DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS, OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. ALLIANCE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, STATE SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY UPLOAD AND DOWNLOAD TO AND FROM THE SUBSCRIPTION SERVICES.

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**1. STATE MEETINGS AND REPORTS**

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

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

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

The State expects Alliance 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, shall also be Alliance's responsibility.

The Alliance Project Manager or Alliance Key Project Staff shall submit status reports to the State Project Manager weekly during the Implementation phase, in accordance with the Schedule and terms of this Contract. During the Operational phase, Alliance shall submit status reports bi-weekly. All status reports shall be prepared in formats approved by the State. Alliance's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Alliance shall produce Project status reports, which shall contain, at a minimum, the following:

- 1. Project status related to the Work Plan, as applicable;
- 2. Deliverable status;
- 3. Accomplishments during weeks being reported;

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4. Planned activities for the upcoming two (2) week period;
5. Future activities;
6. Issues and concerns requiring resolution
7. Report and remedies in case of falling behind Schedule.

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

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

Alliance 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, Alliance 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 originally provided in hardcopy format must be returned in hardcopy format.
- State-owned documents originally provided electronically must be returned in electronic format.
- Copies of State-owned electronic and hardcopy documents must be destroyed using a destruction method appropriate to the confidentiality of the data as assessed by the State.
- Documents and data developed by Alliance as a component of the Project work product may be returned electronically.

## **3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

Alliance 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 *Alliance Records Retention*.

Alliance and its Subcontractor Enterprises, Inc. 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. Alliance and its Subcontractor Enterprises, Inc. 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. Alliance shall include the record retention and review requirements of this section in any of its subcontracts.

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ADMINISTRATIVE SERVICES**

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Alliance'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**

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

**5. AVAILABILITY OF PERSONNEL**

State of NH personnel shall be available during normal business hours between 8:00 am and 4:30 pm (eastern time zone), eight and one-half (8 1/2) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon Agreement with the State Project Manager.



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EXHIBIT E  
SECURITY**

**Exhibit E-1 –Security and Infrastructure**

**1. SECURITY**

Alliance shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity, reliability, confidentiality and business continuity of the NHVR business and data assets. At a minimum, this must include the commercially available software detailed in their Proposal for intrusion detection, VPN and SSL connections, identification and authorization, authentication, and virus and malware immunity.

Alliance shall share with the State via monthly reports the results of the following managed Services activities:

- Monitoring of file-System and disk usage
- Monitoring of System performance, reliability, and availability
- Monitoring for suspicious System activity and security incidents

Alliance shall immediately notify the State of security breaches.

Alliance shall ensure that the State's at-rest data assets are encrypted, per RFP requirement H-27, and as listed in Exhibit A. Contract Deliverables and Exhibit B Price and Payment Schedule.

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IMPLEMENTATION SERVICES**

Alliance shall provide the State with the following Services set forth in Contract Exhibit A.

**1.1 IMPLEMENTATION STRATEGY Key Components**

- The Project is comprised of two parts, 1) System Implementation, and 2) ongoing operations.
- Alliance shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.
- Alliance and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- Alliance shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the application configuration of the applications, and prepares the State to assume responsibility for and ownership of the new System. A focus on technology transition shall be deemed a priority.
- Alliance 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.
- Alliance time-line. shall adopt an Implementation timeline aligned with the State's required

**1.2 Timeline**

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans shall be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and Team training initiated. Alliance's Project management tracking software and processes shall be used for managing the Project.

**1.2.1 Project Infrastructure**

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

**1.2.2 Implementation**

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

Processes shall be documented, training established, and the application shall be ready for Implementation in accordance with the State's Schedule.

Implementation OF Go-Live will begin with NHVR conducting User Acceptance Testing – the last step prior to Go-Live. Prior to the start of any testing executed by State staff, the Alliance Project Manager must certify in writing, that the System is installed and configured, and Alliance's own staff has successfully executed all prerequisite testing and the System is ready for State testing, including the results of performance and stress testing against the defined service targets as defined in this Contract and the Work Plan

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Testing will be conducted as a Pilot Test, in one or more NHVR offices. Alliance shall install the current version of AWARE, the converted data, and the Interfaces in a copy of the production environment. One component of Acceptance Testing is Performance/Stress Testing. Alliance will conduct this testing, as defined in the Test Plan.

One vital component of UAT is the Pilot Test. During Pilot, NHVR uses a pseudo-production environment to test AWARE in parallel with the legacy System. The Pilot, or integration test, includes Data Migration, Interface operation, and use of AWARE in a real business environment. It functions as the dress rehearsal for using AWARE in production and allows Alliance and NHVR to analyze issues and develop resolutions before NHVR Go-Live.

After the successful completion of Pilot, the State reviews the Go-Live recommendation from the Project Team. With the State's approval, Alliance shall start the move of **AWARE** into production. The newest version of **AWARE** shall be moved to the production server, data is converted, and Interfaces are activated. There shall be a single statewide Go-Live to production and users can begin using the System as they complete training.

#### **Acceptance Criteria**

NHVR End Users are able to use the Production System.  
All Deliverables are complete as defined Contract Exhibit A.

#### **Alliance Services**

Facilitate discussions confirming Production Readiness.  
Provide input to the final Go-Live Schedule  
Develop an internal Emergency Readiness Plan, to ensure that Alliance has "all hands on deck" for the Go-Live.  
Provide technical and System support during the Go-Live Phase.  
Release and install a final **AWARE** update, if required.  
Conduct Train The Trainer Training.  
Convert data and activate Interfaces for Production.

#### **NHVR Responsibilities**

Make Go-Ahead Decision, using the recommendation of the Alliance Project Managers and NHVR Project Team. Based on this information, the Steering Committee and/or the Project Sponsor(s) give their approval to Go-Live.  
Review Go-Live and Training Schedule and verify that activities, sequence, responsibilities, and due dates are updated as needed.  
Verify that the final **AWARE** update is working correctly.  
Initiate final plans for **AWARE** System administration and end-user support. Publish contact information to users.  
Implement the Go-Live, including final Adaptation, and notifying staff.

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**1.2.3 Change Management and Training**

Alliance'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 Alliance Team shall provide the consulting Services for the Contract. Its approach includes but is not limited to the following:

Approach 2 is a two-stage Implementation of subscription-based *AWARE*. After meeting mandatory NHVR case management needs in the Stage 1 initial Implementation, additional enhancements are developed and deployed in Stage 2. This Approach ensures that NHVR can quickly begin using *AWARE* and thoughtfully consider future *AWARE* enhancements.

- In Stage 1, the *AWARE* System is implemented, with focused VR and OBIL customizations within a 14-month timeline.
- In Stage 2, Enhancement, Maintenance, and Support, NHVR shall expand the *AWARE* Implementation using the Engineering Change Request ("ECR") process. The initial scope and total cost of this Stage is based on meeting specific requirements outlined in Exhibit A of the Alliance cost Proposal dated May 22, 2012. NHVR and Alliance shall use the ECR process to confirm delivery of requirements, remove, requirements, add requirements, and/or modify requirements.

**Scope of Work**

The Scope of work for the Staggered Launch Approach includes the following

Stage 1: Initial Go-Live products, features and Services.

- All Core modules for *AWARE* case management application
- Implementation of all security requirements, including but not limited to, at rest encryption of the State's data.
- Three (3) Interfaces: NHFirst, MyNHDOE and Ticket to Work
- Conversion of seven (7) years of historical data for VR, OBIL
- Customizations necessary to for NHVR to Go-Live
- Advanced analytics for management and ad hoc reporting, analysis, and forecasting
- Adaptation, training, knowledge transfer, and Project Management
- Train-the-Trainer training for statewide training
- Peak demand support
- Warranty and Upgrade, Maintenance and Support through Year Five.

Stage 2: Advanced and New Features

- Business Enterprise Program ("BEP") Application and Implementation
- Seven years of legacy data converted for BEP
- Analysis, design, development, release, and testing of additional customizations and converted data

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- Additional Adaptation and training, knowledge transfer, and Project Management required to successfully implement the Stage 2 features

**Timeframe**

The following timeline illustrates a staged approach to implementing a hosted, managed-service *AWARE*. The Project is expected to have duration of 20 months, but NHVR staff can begin using *AWARE* in production for VR case management after 14 months.

YEARS	SFY 2013-2014					SFY 2014-2015					SFY 2015-2016									
Months	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
<b>Stage 1 Implementation</b>	Planning		Validate/Adapt.		Gap Analysis/Design/Dev					DC Migration, Release, Plan and Conversion		*Go Live		Stage 1 Closeout*						
	Interface Plan, Design, Development and Release										UAT		Warranty		UMS					
<b>Stage 2 BEP and Customizations</b>								Planning		Gap Anal/Design		Stage 2 Closeout*								
	BEP Data Conversion										Customization Development and Release					UAT		Live		
<b>Project Months</b>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

**Deployment Phase**

Stage 1 deployment includes the Implementation of Data Conversion, Interfaces, and Go-Live requirements. This approach shall leverage the COTS solution and a set of focused Go-Live VR customizations. This shall streamline the deployment phase, reducing resource demands, risk and costs. Working with NHVR subject matter experts, Alliance shall complete the designs for the contracted customizations. Development and Testing timelines are correlated to the scope of customizations. When the System is certified as ready for UAT, NHVR will begin the process of System Acceptance and statewide Implementation. Stage 2 shall begin approximately eight months after the initial Project kick-off meeting. Stage 2 analysis and design shall follow Stage 1 analysis, so the Project Team can build on existing knowledge about *AWARE*.

Implementation is further described in Contract Exhibit J Work Plan.

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TESTING SERVICES**

**1. TESTING AND ACCEPTANCE**

Alliance shall provide Testing Services as appropriate and described more fully in the Work Plan, and shall oversee testing throughout the Project. Alliance shall also provide training as necessary to the State staff responsible for test activities. Alliance shall support all aspects of testing contained in the Acceptance Test Plan.

The methodology to be used shall be as described in the Alliance Proposal and detailed in the Work Plan and a separate Test Plan. Alliance shall provide the State with a Test Plan and work collaboratively with the State Testing Team to adapt the plan for the State's Project.

Alliance shall provide support to the State UAT Team to prepare them for their testing role. Support shall include team selection, preparation and training, on-site support during the final UAT testing, and a Test Team Liaison to work with the State Test Team Lead.

In addition, Alliance 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. Alliance shall also correct Deficiencies and support required re-testing.

**1.1 Test Planning and Preparation**

The Test Plan shall describe, at a minimum, the scope, Schedule, preparation and Test Plans for planned testing and new enhancements, define the State resources required for a thorough and successful UAT, and a requirements traceability matrix. It shall also include test phases, scenarios, cases, scripts, data and tasks that will validate the State's application configurations ("Adaptations") and business processes, Data and System preparation for testing and execution of Unit Tests, System Integration Tests, Data 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.

**1.2 Conversion Validation Testing**

Data conversion testing shall be a multi-stage collaborative effort of the Alliance and State teams based upon the Alliance Data Migration methodology explained in the Work Plan Section 3 and Section 5.4.5 "Fully Tested Data Conversion Software", and detailed in the Conversion Plan.

**1.3 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.

Prior to the start of any testing executed by State staff, the Alliance Project Manager must certify in writing, that the System is installed and configured, and Alliance's own staff has successfully executed all prerequisite testing and the System is ready for State testing, including the results of performance and stress testing against the defined service targets as defined in this Contract and the Work Plan

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The State shall commence testing within five (5) business days of receiving such Certification, in writing. The State shall conduct the UAT utilizing scripts developed as identified in the Test Plan to validate the functionality of the System and the Interfaces, verify accurate Data Conversion, and verify Implementation readiness.

UAT must be performed in a copy of the production environment in order to serve as a Pilot Test for Go-Live and to serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

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

#### **1.4 Performance Tuning and Stress Testing**

According to the Alliance proposed Work Plan, one component of the Acceptance Testing Phase is Performance/Stress Testing and Tuning. Alliance will conduct this testing, as defined in the Test Plan.

Acceptable tools for obtaining performance and stress information include:

- Microsoft Log Parser
- Tableau Desktop
- SQL Server Profiler
- SQL Server Query Analyzer
- Red-Gate SQL Monitor
- Site 24x7 performance and uptime monitoring

Alliance shall provide to the State reports of all performance and stress testing and tuning efforts. The reports must validate that the System obtained the following service targets:

- 95% of non-report application-page responses will occur in less than 4 seconds
- 99% of non-report application-page responses will occur in less than 8 seconds
- All System pages will be functionally available 99.9% of defined service hours for a given calendar month
- Report performance target is to complete 95% of a report page request in 10 seconds or less

The final test results provided should include the metrics from the tools used during the tests, as defined in the Test Plan.

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**1.5 Defect Correction and Regression Testing**

Regression testing means selective re-testing to detect faults introduced during the Defect correction effort, both to verify that the Defect corrections have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

The methodologies for classifying, prioritizing, and tracking Defects during Implementation and testing shall be defined in the Work Plan and closely follow the Alliance Proposal. Alliance and the State Team Lead shall collaborate in identifying and classifying defects. Alliance shall track defects using the tools identified in their Proposal, and respond to defects based upon the following table:

Table 1.1 Critical Error Defect Correction Table Deployment and Testing

Time to First Production Use	Project Status or Release Testing Status	Response Time	Verification Time	Resolution Time
More than 120 calendar days	Project Initiation through Development or early Release Testing	1 business day	7 business days after Response	Next available Release
90-120 calendar days	User Acceptance Test or in Release Testing	1 business day	7 business days after Response	Next available Release
60-90 calendar days	Pilot Preparation or in Release Testing	1 business day	1 business day after Response	15 days after Verification or at least 5 days prior to Pilot to allow for retest.
30-60 calendar days	Pilot or within 30 days of a deadline to install the Release	1 business day	1 business day after Response	Work-Around, if possible, immediately after verification; then continue to devote best available resources until the Critical-level defect is resolved.
< 30 days	End User Training or less than 30 days from a deadline to install the release.	As soon as reasonably feasible	As soon as possible after initial Response	Work-Around, if possible, immediately after verification; continue to devote best available resources until the Critical-level defect is



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			resolved.
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When a programming change is made in response to a problem (a Defect) identified during user testing, a regression Test Plan shall be developed by Alliance based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1. Validate that the change/update has been properly incorporated into the program
2. Validate that there has been no unintended change to the other portions of the program

Alliance shall be expected to:

1. Create a set of test conditions, test cases, and test data that shall validate that the change has been incorporated correctly
2. Create a set of test conditions, test cases, and test data that shall validate that the unchanged portions of the program still operate correctly
3. Manage the entire cyclic process

Alliance shall be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, Alliance shall be required to assess the risks inherent to the Defect correction being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, Alliance shall be expected to design and conduct regression tests that shall identify any unintended consequences of the Defect correction while taking into account Schedule and economic considerations.

**2. Security Review and Testing**

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

All components of the Software shall be reviewed and tested to ensure they protect the State's 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.

<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
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

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	logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer System
Verification	Supports the confirmation of authority to enter a computer System, application or network
Digital Signature	Guarantees the unaltered State of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture 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, Alliance 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).

Alliance will provide the test results and certifications prior to Go-Live:

- Vulnerability scan report from commercial scanner (Acunetix). Validates authentication and authorization requirements. Validates input validation requirements. Validates cross-site scripting and SQL injection protection.
- Analysis and remediation plan for High and Medium Risks documented in vulnerability scan.
- AWARE audit table showing log activity during vulnerability scan. Validates logging of access attempts.
- Screenshots verifying requirement for SSL encryption when connecting to application.
- Verification that AWARE components are digitally signed.
- SAS-70, SAEE-16 Certification from data center for administrative, physical and logical.

**3. Successful UAT Completion**

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

**4. System Acceptance**

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

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MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

Included in the Alliance Subscription Services, is full maintenance and support for the *AWARE* System in all material respects as described in the applicable program Documentation for five years of maintenance after delivery and the Warranty Period of five year(s).

**1.1 Alliance's Responsibility**

Alliance shall maintain the *AWARE* System in accordance with the Contract.

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

**2. *AWARE* SYSTEM SUPPORT**

**Alliance's Responsibility** - Alliance shall be responsible for performing technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance Agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the terms set forth in this Exhibit H, Section 4: **Service Hours & Maintenance Windows**.

**3. SUPPORT OBLIGATIONS AND TERM**

- 3.1 Under the Subscription Services, Alliance shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 Alliance shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, Alliance shall ensure the following information shall be collected, maintained, and shared with the State: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) Resolved by, 7) Identifying number i.e. work order number; 8) Issue identified by
- 3.4 Alliance must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If Alliance fails to correct a Deficiency within the allotted period of time stated above, Alliance shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2.

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**3.6** Within 10 business days following the end of each calendar month, Alliance shall provide monthly reports to Subscriber detailing the following minimum information for the month prior to the report:

- General Service Target Compliance
- Subscription Services Availability Compliance Metrics
- Security Incident summary
- Unplanned downtime - monitored
- Unplanned downtime – unmonitored
- Planned downtime
- Critical Incident summary
- Backup exception summary
- Maintenance Service Call summary

**3.7** If the Service Availability Targets defined for User Acceptance have not been achieved, Alliance will credit the State's account for such month the pro-rated charges as defined here:

- Availability less than 99.95%, 10% credit
- Availability less than 99.90%, 25% credit
- Availability less than 99.00%, 50% credit

This is based upon an average 30-day month. Server availability is monitored and determined by Alliance. Subscriber may contest the published server availability metrics by providing written notice of such challenge to Alliance. Upon receipt of notice, Alliance will engage a subject matter expert to review the contested server availability metrics, and the subscriber may submit additional information relating to the contested server availability metrics. Upon conclusion of the review by Alliance, not to exceed thirty (30) days, Alliance will provide the subscriber a written report summarizing the review process, the third party results and conclusions. Each party reserves its rights under the Agreement with respect to any further dispute regarding the contested server availability metrics.

Credits will not apply to charges for Services other than the hosting Services for which such commitment was not met. Subscriber's account shall not be credited more than once per month under this server availability commitment and shall not exceed 50% of the monthly fee for that service.

**3.8 Defect Response Times**

The urgency for Defect correction varies depending on the phase of the Project or testing of a new release. The closer the agency is to moving to Production, the faster the Defect needs to be resolved.

If an issue is determined to be a Defect, Alliance shall negotiate the correction priority and timing with NHVR based on service level Agreements. Alliance's Issue Coordinator ensures that the Documentation is up to date and generates a Technical Support Performance Report.

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The following table lists the effect of the Project phase to resolution timing for critical Defect.

**4. Incidents and Service Requests, Problem Management**

**Scope of Eligible Incidents, Requests, and Problems.**

Alliance shall manage unplanned interruptions in the Subscription Services (each, an "Incident") and applicable General Service Targets, and Service Availability Targets defined in this Exhibit.

**Incident Handling.**

Alliance shall use a formal Incident Management process to ensure all Incidents are processed which shall include the following:

- Identification
- Logging
- Categorization
- Prioritization
- Escalation
- Investigation/Diagnosis
- Resolution/Recovery
- Closure

**Incident Classification.**

Subscriber shall then report Incidents to Alliance by electronic mail at the address "support@allianceenterprises.com," "support@getaware.com" or such other address as may be designated from time to time by Alliance, specifying in detail the nature of such Incident and the circumstances under which the Incident occurs.

Incidents shall be classified by Alliance as Severity 1 - Critical, Severity 1 - High, Severity 2, Severity 3 or Subscriber-introduced, as follows:

- **Severity 1 - Critical:** (1) Whole or critical business functions of the Subscription Services are down, or (2) whole or part of Mandated Business Operations workflow is inoperative and an entire business process or an entire functional program is impacted. A "Mandated Business Operation" shall refer to Subscriber staff members using the System to meet the requirements specified in U.S. Department of Education, Rehabilitation Services Administration ("RSA") Regulations and RSA reporting Policy Directives within the scope of the System as defined by the User Documentation and Technical Documentation for the current version.
- **Severity 1 - High:** Within the Subscription Services, the AWARE Software is saving data incorrectly or the Incident is causing a commonly used report to calculate statistics or financial data incorrectly.

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- **Severity 2:** Within the Subscription Services, information cannot be input or retrieved from the System within the required deadline of a lower priority. One or more staff cannot perform an assigned task through the System but can process other work.
- **Severity 3:** The Subscription Services or AWARE Software exhibits formatting or other cosmetic problems, but is still functional.
- **Subscriber-Introduced Incident:** An Incident introduced by Subscriber misuse of the System.

**Response, verification, and Resolution Time.**

Alliance will respond to and resolve Support Requests as follows:

- **Severity 1 - Critical:** Alliance will give the highest scheduling priority and devote its best available resources to resolve Severity 1 - Critical-level Incidents. , Alliance shall respond to the Subscriber within 2 hours after receipt of the Support Request and will work with the Subscriber to verify the Incident as soon as possible after the initial response. Verification of the Incident, Alliance shall provide a Work-Around procedure to overcome the effect of the Incident immediately after of the Incident. Alliance shall devote reasonable commercial efforts to resolve Severity 1 - Critical-level Incidents after verification. Even if a Work-Around procedure is implemented, Alliance will continue to devote its best available resources until the Critical-level Incident is resolved.
- **Severity 1 - High:** Alliance will give the next highest scheduling and resource priority to Severity 1 - High-level Incidents. Alliance shall respond to the Subscriber within one (1) Business Day after receipt of the Support Request. Verification of the problem will be concluded within five (5) Business Days after Alliance has responded to the Support Request. Alliance will use reasonable commercial efforts to resolve Severity 1 - High-Level Incidents no more than fifteen (15) days after verification for those functions that are used on a daily basis or needed by an immediate date. Otherwise, Alliance will release the correction within the next software Release but no later than 45 days after verification. The Subscriber and Alliance will jointly set the release Schedule based on the frequency of use of the feature.
- **Severity 2:** Alliance will give the next highest scheduling and resource priority to Severity 2 Incidents. Alliance shall devote commercially reasonable efforts to respond to Severity 2 Incidents within one (1) Business Day after receipt of the Support Request. Verification of the problem will be concluded within seven (7) Business Days after Alliance has responded to the Support Request. Alliance will use reasonable commercial efforts to resolve Severity 2 Incidents no more than thirty (30) days after verification for those functions that are used on a daily basis or needed by an immediate date. Otherwise, Alliance will update the Subscription Services with a correction no later than 45 days after verification.

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- **Severity 3:** Alliance in its sole discretion will determine whether or not to respond to Severity 3 Incidents in a future version of the Subscription Services.

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This exhibit provides details of the requirements included in Approach 2. The Proposal is limited to those requirements specifically listed below.

**Summary**

For items marked as “N” (Not included), NHVR can use the Engineering Change Request (ECR) process to add enhancements. Column Y/M/N identifies the vendor response with Y=the requirement is met with the proposed solution, M=requirement met but with modification and N=requirement not met.

REQUIREMENT IDENTIFIER	DESCRIPTION	M	Y	N	INDICATE WHETHER THE REQUIREMENT IS NOT IN THE CONTRACT
<b>B</b>	<b>BUSINESS REQUIREMENTS</b>	<b>M</b>			
<b>G</b>	<b>GENERAL REQUIREMENTS</b>	<b>M</b>			
<b>T</b>	<b>TECHNICAL REQUIREMENTS</b>	<b>M</b>			
<b>S</b>	<b>SECURITY REQUIREMENTS</b>	<b>M</b>			
<b>H</b>	<b>HOSTING REQUIREMENTS</b>	<b>M</b>			
<b>I</b>	<b>CMS/SBVI DATA DICTIONARIES</b>	<b>M</b>			
<b>System Administration</b>					
B-1	Items related to the management/administration of users and the overall System, from an application point-of-view. For example the current CMS has an <b>employee table which allows management of users, roles and CMS form access.</b>	M	Y		
B-2	Include references to user accounts, data, lookup tables, defaults, overrides.	M	Y		
B-3	The System shall facilitate/streamline the creation of new user accounts (i.e. creating folders, setting default preferences, etc.).	M	Y		
B-4	Management of user accounts, System parameters, business rules, lookup tables, etc. shall be restricted to those individuals who are assigned the proper permissions	M	Y		



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REQ. ID	REQUIREMENT/DRIVERABLE	IMP. C	Y/M	VENDOR COMMENTS	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
	within the System.				
B-5	System shall allow inactivation of data values to remove them from the user Interface without actually deleting them from the database. (e.g. specific vendor, service code, counselor, etc.).	M	Y		
B-6	Changes to closed cases shall be restricted, depending on business rules and user permissions.	M	Y		
B-7	In the event a customer or case is inadvertently entered into the System twice, there shall be a means for selectively merging the relevant data from those two customers and/or cases, and eliminating the incorrect data from the System.	M	Y		
B-8	System provides a document indexing feature or other capability which allows staff to track required paper case Documentation.	M	Y		
B-9	System supports the use of preset dates for wait list changes.	M	Y		
B-10	The System can query other Systems to populate the correct fields (e.g. TANF, School data, Employment Security, SSA, etc.).	O	Y		
<b>Customer Management</b>					
B-11	Provide the ability for authorized users to establish a new customer. Refer to Appendix F, Data Requirements, for the data elements needed for a customer.	M	Y		
B-12	Prevent creation of a duplicate customer record.	M	Y		
B-13	Provide the ability to update customer information for customers	M	Y		

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REQ ID	REQUIREMENT/UNAVAILABLE	M	Y	VENDOR COMMENT	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
	who already exist in the System.				
B-14	System shall require a unique SSN. System shall assign a 'proxy' SSN in situations where a valid, SSA-issued SSN is not available.	M	Y		
B-15	System shall not use the customer SSN as a primary key.	M	Y		
B-16	System shall allow changes to the customer SSN.	M	Y		
B-17	System shall collect customer demographic information.	M	Y		
B-18	System shall collect and store customer name history.	M	Y		
B-19	System shall collect and store customer address history.	M	Y		
B-20	System shall Interface with postal address verification software to validate postal addresses.	M	M	Requires custom Interface. Can be added via ECR	X
B-21	System shall allow statewide search of customers by current/historical names and/or SSNs.	M	Y		
B-22	System shall have ability to use selected existing customer information for a new case	M	Y		
B-23	System shall allow a statewide customer/case lookup.	M	Y		
<b>CM – General Case Management (CM): Case management is those functions that impact the management of the individual case, versus the customer.</b>					
B-24	System shall store customer case history, maintain previous cases as separate openings/closures.	M	Y		
B-25	System shall track number of case occurrences for an individual customer.	M	Y		
B-26	System shall enable, in a single transaction, the transfer of one or more cases between caseloads, or offices.	M	Y		
B-27	System shall allow ability to simultaneously advance multiple	M	Y		

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ID	REQUIREMENT/DESCRIPTION	M	Y/N	VENDOR COMMENT	INDICATES THAT THE REQUIREMENT EXISTS NOT PART OF CONTRACT
	cases from wait list Status 04 to Plan Development Status 10.				
B-28	System allows editing of the application date.	M	Y		
B-29	System tracks date of agreed eligibility extension.	M	Y		
B-30	System allows input of Order of Selection (OOS) information and calculates the OOS Category.	M	Y		
B-31	System automatically moves case to the appropriate status on completion of eligibility (Status 10 if no wait list, 04 if there is).	M	Y		
B-32	System shall prevent status changes until case requirements are met.	M	Y		
B-33	System shall record two dates for each status change. Date of status change (System generated, un-editable) and effective date (System generated, user editable).	M	Y		
B-34	The System shall enforce workflow and business rules.	M	Y		
B-35	System shall allow saving of incomplete case data, but shall not advance status until all required data is complete.	M	Y		
B-36	System shall automate status changes (when possible) (e.g. if name and application date are entered, 00 and 02 Statuses are created.)	M	Y		
B-37	A list of letters created for a case shall be available within System	M	Y		
B-38	Any documents created for a particular case shall be associated with that case and can be viewed at any point in time within the parameters of role-based security requirements.	M	Y		
B-39	The default display for case notes sorted list with most recent case	M	Y		

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R C	REQUIREMENT/DELIVERABLE	M	S/M	VENDOR COMMENT	INDICATES THAT THE REQUIREMENT IS NOT IN SCOPE OF CONTRACT
	note listed first (reverse chronological order).				
B-40	When a case note is created, the author's name and current date shall be auto-filled (and un-editable) by the System. User shall also have the option of entering the "date of service" in a separate field.	M	Y		
B-41	Case notes can be assigned a category from a pre-determined list	M	Y		
B-42	Case notes can be filtered or sorted by date of service, user, and category (e.g. phone, meeting, email, O&M etc.)	M	Y		
B-43	Cut and paste is supported to and from case note free form fields.	M	Y		
B-44	An email can be associated with, attached to, or imported into a case note. The header and content information from that email must be easily-accessible by/from the case note.	M	Y		
B-45	E-mail header/content shall not be editable.	M	Y		
B-46	Additional comments can be added/modified in this case note, provided the email content remains unchanged.	M	M	Requires one to two custom fields.	
B-47	Once saved and exited, a case note cannot be edited, except under certain conditions or by a specific role. The intent of this requirement is to prevent significant alterations on older case notes.	M	Y		
B-48	System shall notify primary counselor when case notes for their cases have been modified by other System users.	M	M	Requires custom alert.	
B-49	System shall allow tracking of cases that have had no activity during a defined time period	M	Y		

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REQ ID	REQUIREMENT/DELIVERABLE	M G	Y/ N	WINDOW COMMENT	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
B-50	System shall provide a means to record/track information about medical releases and other requests for information from outside sources.	M	Y		
B-51	Tickler – System shall notify counselor of upcoming review or target dates	M	Y		
B-52	Ensure that application, eligibility, and closure Statuses cannot be added manually. Instead, require users to enter data into applicable screens and auto-create the status.	M	Y		
B-53	A single customer cannot have more than one open case in any single program	M	Y		
B-54	Users should be allowed to cancel from a screen and not save changes that were made on that screen.	M	Y		
B-55	If a user closes/exits a screen without saving, they should be prompted to save their changes.	M	M	Requires custom System message.	X
B-56	A user must be able to access a quick view ‘snapshot’ of a customer’s case on a summary screen.	M	Y		
B-57	A user must be able to select one or more “special indicator(s)” in a case. (e.g. Secondary Education Student, Career Exploration Workshop participant)	M	Y		
B-58	System shall maintain history of a case and all counselors assigned to that case over time.	M	Y		
B-59	A user must be able to request and generate vendor / provider referrals electronically.	M	Y		
B-60	Integrated spell check functionality within all free form fields.	M	Y		
<b>CM-Eligibility/Intake</b>					

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REQUIREMENT ID	REQUIREMENT/DEFINITION	M	Y	ALIGNED COMMENT	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
B-61	System shall allow information to be entered without requiring the case to be assigned to a caseload and/or program (e.g. supporting Documentation, case notes).	M	Y		
B-62	System shall not allow case advancing to applicant status (02) without a caseload assignment.	M	Y		
B-63	System shall noticeably flag, to staff, cases entered where customer is over age 80. The intent of this is to alert staff to the customer’s age, so that an age-appropriate action or service may be provided for that individual.	M	Y		
B-64	Tickler – System prompts user to send inquiry letter one month after referral entry date, if no application is received	M	Y		
B-65	System records eligibility information.	M	Y		
B-66	System generates eligibility letter and official eligibility certificate upon eligibility determination (move to status 10).	M	Y		
B-67	System generates ineligibility notification and an editable letter.	M	Y		
B-68	System shall Interface with SSA to automate verification of SSNs and SSI/ SSDI recipients.	M	M	Will Interface with State SVES data.	
B-69	System supports presumed eligibility when individual receives SSI or SSDI.	M	Y		
B-70	System shall support electronic Trial Work Experience plan in Status 02.	M	Y		
B-71	System shall support electronic Extended Evaluation plan (add extended evaluation plan) in Status 06.	M	Y		
B-	System shall support current action	M	M	Requires simple	

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72	plan format. (Add action plan)			datapage and datapage report.	
B-73	If a customer is designated as getting SSI/SSDI, the System automatically designates them as having a significant disability (SD).	M	Y		
B-74	System assures that a case eligible for SEP must be designated as SD and MSD.	M	Y		
B-75	System assures that a case designated MSD must be designated as SD and MSD.	M	Y		
B-76	System provides component to determine Significant Disability (SD) and Most Significant Disability (MSD).	M	Y		
B-77	Tickler – System prompts user 10 days prior to eligibility determination deadline (60 days after Status 02 date), 30 days prior to initial IPE development (120 days after Status 10 date).	M	Y		
<b>CM-Planning</b>					
B-78	System shall support electronic comprehensive assessment.	M	M	Requires simple datapage and datapage report.	
B-79	System shall support electronic IPE and amendments.	M	Y		
B-80	A user must be able to make and store multiple amendments to the Individualized Plan for Employment	M	Y		
<b>CM-Closure</b>					
B-81	System shall collect closure data (employment information, public support, financial, type and reason for closure, level of education, primary source of support, medical support etc.).	M	Y		
B-	System shall prevent successful	M	Y		

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REQ. Q#	REQUIREMENT/DELIVERABLE	M	Y/M	VENDOR COMMENT	INDICATES THAT THE REQUIREMENT IS NOT MET/CONTINUED
82	closure if customer has not been in Status 22 for longer than 90 days				
B-83	System shall allow case to be opened in post-employment only if certain prerequisites are met (e.g. closed 26 within last 3 years, same disabling condition, services anticipated to last less than 6 months).	M	Y		
B-84	At case closure, System shall require identification of no-cost services and provider of those services (e.g. Training, Diagnosis and Treatment, Information and Referral Services, Interpreter Services...)	M	Y		
B-85	System shall require closed case review for certain closed cases (i.e. closed for reason too severely disabled or in extended employment).	M	Y		
B-86	System shall support multiple reasons for closure review, each with different business rules or parameters.	M	Y		
B-87	System shall prompt user to complete review upon meeting criteria (e.g. closed too severely disabled for x number of months)	M	Y		
B-88	System shall allow modification of select customer information after closure (e.g. address, phone number).	M	Y		
B-89	System shall allow addition of case notes on closed case.	M	Y		
<b>Fiscal</b>					
B-90	In order to track all case expenditures for local and Federal reports, payments for purchased services/goods shall be processed	M	M	Included in custom Interface.	



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	by the System and tracked against budget to ensure there are no budget overruns. All such payments are electronically submitted to NH First, the State's purchasing and accounting System, to be paid by check or EFT.				
<b>Bud- get.</b>					
B-91	Financial budgets include only those fund allocations that are available to purchase services/goods for customers (i.e. does not include administrative funds to cover staff salaries, office costs, etc.). The overall Statewide budget is managed at the central level, whereas the regional offices manage the budgets that are provided to them by the central NHVR office. During the course of the fiscal quarter/year, financial commitments (example: authorization for services) and actual payments are tracked and the budget balances are adjusted accordingly, in order to ensure that staff do not exceed their allocations.	M	Y		
B-92	System shall have ability to store budget data at various levels, including Statewide, regional offices, and caseloads.	M	Y		
B-93	Budget data shall be tracked by program and fiscal quarter. Multiple programs and fiscal years shall be supported.	M	Y		
B-94	The entire annual budget may be recorded in the System (by fiscal quarter), but the quarterly allocations shall not be available for spending until the designated	M	M	<i>AWARE</i> meets many of the components of this requirement, but does not include custom quarterly	X

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R O	REQUIREMENT/DELIVERABLE	M	Y	VENDOR COMMENT	INDICATES THAT THE REQUIREMENT IS NOT MET IN CONTEXT
	quarter. The System shall automatically distribute the quarterly budget on the first day of the fiscal quarter. Balances from the previous quarter shall automatically roll over into the new quarter.			budget distribution. This can be added through the ECR process.	
B-95	Budgets can be distributed from 0 State 0 Regional Office 0 Caseload.	M	Y		
B-96	System shall allow designated roles/individuals to distribute funds, transfer undistributed budget money, or redistribute unspent funds that have already been distributed.	M	Y		
B-97	System shall allow authorized individuals to transfer funds to office and/or caseload	M	Y		
B-98	Designated staff/roles can view budget totals, commitments, expenditures, and balances only at those levels (State, regional office, caseload) they are allowed to view.	M	Y		
B-99	The System shall not allow a caseload or office to exceed their year-to-date allotment.	M	Y		
<b>Vendors and Vendor Management</b>					
B-100	To ensure the timely processing of these payments, authorizations and payments may only be made to active vendors (including customers) that are listed in the State of New Hampshire's financial/purchasing System (NH First), including: name, alias or DBA (Doing Business As) name, vendor id, address, etc. that is available from NH First. This data shall need to be stored/maintained within the System and tightly-	M	M	Included in Interface.	

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R Q	REQUIREMENT/DISADVANTAGE	M O	Y N	VENDOR COMMENT	INDICATE THAT THE REQUIREMENT IS NOT PART OF CONTRACT
	linked to the vendor data available from NH First.				
B-101	System shall utilize the latest vendor Interface file that is generated daily by NH First. Because this is static data that shall be overwritten by a fresh file the next business day, this data may be modified within the case management System by designated staff role with permissions.	M	Y		
B-102	System shall Interface with the State’s financial System NH First. System shall produce Required financial reports to complete the upload to NH First.	M	M	<i>AWARE</i> includes standard financial reports, but custom reports are not included in Interface. They may be added through the ECR process.	
B-103	The customer and NH First vendor data shall be available to NHVR staff when they are performing their fiscal tasks.	M	Y		
B-104	Historical vendor data must be retained, in the event the vendor no longer appears in the NH First vendor Interface file, but is referenced by one or more authorizations/purchase orders.	M	Y		
B-105	System shall allow designated individuals to “inactivate” (or apply a “do not use” flag) vendors that are active vendors in NH First. This enables NHVR to restrict the usage of vendors who may be providing services to other State agencies, but	M	Y		

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REQ. NO.	REQUIREMENT/DETAILS	M	SYM	VENDOR COMMENTS	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
	are prohibited from doing business with NHVR.				
B-106	System provides a means to assign specific fees to vendors.	M	Y		
B-107	System shall select the correct fee to assign to an authorization, depending on the vendor, service type, and dates of service.	M	Y		
<b>Financial Process</b>					
B-108	In order to accurately capture all case-related costs for Federal reporting purposes, all purchases (Purchase Orders and Authorizations) or payments made on behalf of a customer must be processed through the System. NHVR staff complete an electronic authorization form that authorizes a selected vendor to provide specified services or goods, approve payment upon delivery of service/goods, electronically submit the payment data to NH First who issues the check/EFT payment to the vendor. Throughout this process, there must be a series of checks & balances, in order to minimize the opportunity for fraud/ mistakes and to ensure that standard accounting principles are followed. These include things such as: a minimum of two different people are involved in the actual payment process, management overrides that become necessary when certain warning conditions are encountered, and the ability to link every payment transaction in the case management and NH First Systems.	M	M	This requirement is included in Interface, except for the clause which states “link every payment transaction in the case management and NH First Systems”. This functionality can be added using the ECR process.	

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B-109	On a purchase order, field purchase order and an authorization, multiple line items can be created. The purchase order must be reviewed and approved, before it is released and sent to vendor.	M	Y		
B-110	Purchase Orders are used for tangible products and goods exceeding \$500. Services can be included on Purchase Orders when specifically related to the products and goods and is less than 50% of the total Purchase Order. Purchase orders are encumbered in NH First.	M	M	Included in Interface.	
B-111	Field Purchase Orders are used for tangible products and goods \$500 and under. Shipping and handling costs can be included. Field Purchase Orders are un-encumbered in NHFirst.	M	Y		
B-112	Authorizations are primarily used for services. Authorizations are un-encumbered in NHFirst.	M	Y		
	<b>An overview of our current authorization, purchase order, and payment processes is provided below:</b>				
B-113	The System must provide the following for Authorizations: Create authorization Select services and vendors from predefined lists Create line items and assign estimated costs to each Complete the authorization Print/sign authorization and send to vendor Update authorization (as necessary) Update/modify an existing authorization and/or its line items Void an authorization or line item Process vendor invoice for payment Receive invoice from	M	Y		

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ID	REQUIREMENT/DELIVERABLE	M	Y	VENDOR COMMENTS	INDICATES THAT THE REQUIREMENT IS NOT IN CONTRACT
	vendorConfirm that goods/services were delivered Approve/authorize payment Issue payment, using actual costs from invoice				
B-114	The System must provide the following for Purchase orders: Create purchase order Select services and vendors from predefined lists Create line items, with payment schedule and cost for each Complete the purchase order Print purchase order Update purchase order (as necessary) Modify a purchase order and/or its line items Void a purchase order or line item Administrative Staff with Power of Attorney approves purchase order	M	Y		
B-115	The System must provide the following for Payments: Invoices are first reviewed by Regional Office Staff. Invoices are then scanned into the Agency’s document server and attached to PO or authorization electronically. Central Office staff completes payment in the System, Central office runs a process to gather all payment data that is required for NH First. System creates payment files. System uploads payment files to	M	M	Included in Interface.	

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	NH First using FTP. NH First processes payments and sends check/EFT to recipient.				
B-116	Purchase Order Payment File Structure differs for encumbered (Purchase orders) vs. unencumbered (Authorizations and Field Purchase Orders) payments, therefore two different payment files must be submitted to NH First.	M	M	Included in Interface.	
<b>General</b>					
B-117	System must enforce a separation of duties, to ensure a minimum of two different users (in the proper roles) are involved at key steps in the procurement and payment process.	M	Y		
B-118	System shall allow purchase of services / goods that are not specified on an IPE and not related to a customer.	M	Y		
B-119	The System shall electronically record information (transaction date and staff ID) about transactions at key points in the authorization/purchase order process.	M	Y		
B-120	A transaction cannot proceed to the next step unless electronic approval by an authorized individual is recorded within the System.	M	Y		
B-121	System shall prevent creation of authorizations for vendors which are not in System. System shall check for existence of vendor in the System at the time an authorization/purchase order is	M	Y		

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	created, as well as at the time of payment. The vendor must be an "active" vendor, as recorded in the NH First System.				
B-122	System shall allow look up of vendor by full name, partial name or "doing business as" (DBA) name or vendor ID.	M	Y		
B-123	When a user selects a single vendor, they must be able to view multiple listings (addresses) for that vendor.	M	Y		
B-124	System shall provide ability for users to limit their list of vendors, based on user-entered selection criteria. Examples of selection criteria include: geographic office, service type, favorites, etc.	M	Y		
B-125	System shall confirm there are sufficient funds in the caseload /office budget to cover the estimated (at time of authorization creation) and actual (at time of payment) costs.	M	Y		
B-126	System shall ensure vendors have approved services for authorizations and purchase orders and that those services can be utilized in appropriate Statuses (i.e. no job placement service pre-Status 12, Neuropsychological evaluation can be done at any status, etc.)	M	Y		
B-127	System shall prevent creation of authorizations, if there are insufficient funds in the caseload budget to cover those payments.	M	Y		
B-128	System encumbers total dollar amount of authorizations/purchase orders in the current quarter budget.	M	Y		
B-129	System shall encumber total dollar amount of all payments in current	M	Y		



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REQUIREMENT/ID	REQUIREMENT/ID	M	Y	VENDOR COMMENTS	INDICATE IF THE REQUIREMENT IS NOT IN CONTRACT
	quarter budget				
B-130	System shall allow modification of unpaid authorizations within business rules.	M	Y		
B-131	System shall prevent voiding/deletion of authorizations or scheduled payments, once they are paid.	M	Y		
B-132	System shall store authorization and purchase order revisions.	M	Y		
B-133	System shall require approval by an authorized NHVR agent prior to payment	M	Y		
B-134	System shall allow for the specific account to be credited for reimbursement by vendor specific to an authorization – for example: a refund received for overpayment on a specific authorization can be credited against that authorization and the caseload budget it is associated with.	M	Y		
B-135	System shall enable search for authorizations/purchase orders by vendor, by full or partial name.	M	Y		
B-136	A user must be able to view all authorization or billing details, including refunds, unpaid authorizations, paid authorizations, liquidate authorizations or void authorizations.	M	Y		
B-137	User can filter and sort authorization lists by variety of criteria (e.g. approved/ unapproved, data parameters, awaiting payment, caseload)	M	Y		
B-138	System shall allow central office staff to access data about authorizations, purchase orders, and payments.	M	Y		
<b>Authorizations-General</b>					

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REQ ID	REQUIREMENT STATEMENT	M	Y	VENDOR COMMENTS	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
B-139	System shall prevent creation of authorizations at inappropriate stages in the case management process (e.g. Case Statuses 00 and 24). Changes to an authorization and/or its line items shall be limited or prohibited, depending on the user's role and at what stage in the process the authorization is at. Examples include: •Once an authorization has been electronically approved for payment, no changes are allowed, unless this payment approval has been rescinded. •Once payment has been confirmed by NH First, absolutely no changes are allowed. •Only unpaid authorization line items can be voided.	M	Y		
B-140	System shall allow for multiple line items per authorization.	M	Y		
B-141	For each line item, System shall require user to select services from predefined list. (e.g. Job Development, Occupational Therapy)	M	Y		
B-142	System shall prevent editing or deletion of services on authorizations.	M	Y		
B-143	System shall allow additional description to supplement services (e.g. "Service for May 2010")	M	Y		
B-144	Per authorization, System shall allow users to enter comments and/or select from list of standard text comments. (e.g. "Authorization is good for 90 days from date of issue")	M	Y		
B-145	System shall record/store all additional descriptions and	M	Y		

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REQ ID	REQUIREMENT/DESCRIPTION	M	Y	VENDOR COMMENT	EVIDENCE THAT THE REQUIREMENT IS NOTED IN CONTRACT
	comments that are added to authorizations. This ensures that authorizations can be fully and accurately recreated at any time in the future.				
B-146	System shall require two different NHVR staff to perform the approval and payment submission steps.	M	Y		
B-147	A counselor or manager must approve an authorization for payment before the payment information can be entered into the System.	M	Y		
B-148	Authorized personnel can issue payment (enter payment information), provided they are not the same person who approved payment of that authorization.	M	Y		
B-149	At the time the payment is approved and submitted, System shall re-confirm the vendor information and ensure there are sufficient funds in budget.	M	Y		
B-150	Certain conditions shall require management review and approval: when it is necessary to create an authorization and make payment when the case is in a closed status.	M	Y		
B-151	At time of payment, the System shall encumber additional funds from current quarter budget for payments on authorizations that are in excess of the originally authorized amount.	M	Y		
B-152	System shall allow authorizations to be paid in part or in full.	M	Y		
B-153	System shall prevent authorization payment, if there are insufficient funds in the current quarter budget to cover this payment.	M	Y		

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REQ ID	REQUIREMENT/DELIVERABLE	M	Y	ACTION COMMENT	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
B-154	System shall create a notification for vendors whose authorizations are over 90 days old.	M	Y		
B-155	“Services to Groups” authorizations - single authorizations can be created to purchase items/services for multiple customers. It should be possible to associate those costs with multiple caseloads and customers covered by the grouped authorization; this shall help ensure that case costs are accurately captured for each customer.	M	Y		
B-156	System shall notify Administrators of authorization created after delivery of a service (post-authorizations).	M	Y		
<b>Payments</b>					
B-157	System shall allow multiple payment upload files per day to NH First.	M	M	Included in Interface.	
B-158	System shall create two payment files: one for payments associated with Purchase Orders and one file for payments associated with Authorizations and Field Purchase Orders. System shall also generate a report containing summary data that needs to be entered into the NH First webpage, in order to complete the payment process. Purchase Order Payment File Structure differs for encumbered (Purchase Orders) vs. unencumbered (Authorizations and Field Purchase Orders) payments, therefore two different payment files must be submitted to NH First.	M	M	Included in Interface.	
B-159	In addition to the summary data report, the System shall generate reports that contain details about the	M	Y		

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	payments made.				
B-160	The System shall provide a mechanism to automatically create and send payment file to NH First daily.	M	Y		
B-161	Daily payment files cannot be deleted and recreated if it has already been submitted to NH First that day. This System must maintain an Audit Trail for all transactions sent to NH First.	M	Y		
B-162	Once the payment data has been sent to NH. First: •All affected authorization/purchase order records shall be provisionally locked down, in order to maintain data integrity against the NH First System. •Only designated users may be allowed to modify/delete payment information, in the face of System warning messages, and only in rare instances. The employee ID who created the NH First Payment Files is included in the "Batch" file table. •In the event of human error, it should be possible to reverse this entire payment process, so that corrections can be made and the batch process can be re-run.	M	Y		
B-163	System shall retrieve and process the payment confirmation data file (a.k.a. feedback file) from NH First. This file contains information (such as payment date and check number) for each transaction that was processed by NH First the night before.	M	M	Included in Interface.	
B-164	When payment confirmation data has been received from NH First, all affected authorization/purchase	M	Y		

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REQ. ID	REQUIREMENT/DELIVERABLE	M	Y/M	VENDOR COMMENT	INDICATE IF THE REQUIREMENT IS NOT PART OF CONTRACT
	order records shall be locked down permanently.				
B-165	Reconciliation Report – System shall provide a report that verifies there is a match in the payment data that is recorded in the case management System and NH First.	M	M	Included in Interface.	
<b>Customer Payment Participation</b>					
B-166	System shall track cash receipts and customer participation Agreement payments.	M	Y		
<b>Create and Manage Reports</b>					
B-167	System shall allow management reports through ad-hoc queries and analysis of real- time data.	M	Y		
B-168	System shall allow management of vendors through a “vendor report card.” The report card shall allow an assessment of the effectiveness of each Community Rehabilitation Program to assist with decision making.	M	Y		
B-169	System shall allow designated users/roles to run certain reports against the transaction database. This would include reports that require real- time data, per office and/or caseload.	M	Y		
B-170	The System shall create the Federal reports required by the RSA: ORSA 911 Report ORSA 7-OB Independent Living Services ORSA- 2 Program Cost Report ORSA 113 Status Tracking ORSA 15 Randolph-Sheppard	M	Y		
B-171	System shall create reports similar to those in C-2.3.	M	Y		
B-172	System shall allow creation of new reports that can be used by all	M	Y		

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ID	REQUIREMENT IDENTIFIABLE	M	Y	VENDOR COMMIT	INDICATE THAT THE REQUIREMENT IS SATISFIED
	regional/central office users. Reports must be read-only.				
B-173	System shall provide/support ability for users to create/save ad hoc queries and reports. These queries/reports can be made available to others on an as-needed basis. Reports must be read-only.	M	Y		
B-174	System shall be able to schedule running of reports. Scheduled reports can occur on single occurrence or recurring basis.	M	Y		
B-175	Users can export queries/report results to a file (e.g. Excel, Word, CSV).	M	Y		
B-176	System shall allow users to parameterize their own reports. Reports must be read-only.	M	Y		
B-177	User-defined report parameters can be saved.	M	Y		
B-178	Create and Manage Documents (e.g. forms, letters, etc.)	M	Y		
B-179	System shall generate documents similar to those in Appendix C-2.1 and C-2.2.	M	Y		
B-180	System shall automatically generate appropriate documents at specified points in CM process; see Appendix D for details.	M	M	Custom reports and customization for automatic generation can be added through the ECR process.	X
B-181	System shall support exporting e-mail to a case note or documents.	M	Y		
B-182	System shall allow importing of electronic documents.	M	Y		
B-183	Electronic documents are attached to a customer case record.	M	Y		
B-184	List of electronic documents attached to a record shall be available.	M	Y		
B-	System generated documents shall	M	Y		

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185	be compatible with MS-Office software.				
B-186	System shall allow a user to create/store customized documents (example: customer- specific letters) that can be populated with data from the database.	M	Y		
B-187	Letters should auto fill regional office address on letterhead when printing.	M	Y		
B-188	Data fields for forms or templates generated within the System must auto-populate when possible.	M	Y		
B-189	The System shall need to have the ability to create and reference new documents.	M	Y		
B-190	System shall have the ability to reference documents within the System.	M	Y		
B-191	Copies of letters and documents created from the System shall be stored in the System.	M	Y		
B-192	List of letters created for a case shall be available within System.	M	Y		
B-193	Stored copies of documents shall be read only.	M	Y		
B-194	List of electronic documents attached to a record shall be available.	M	Y		
B-195	Any documents created for a particular case shall be associated with that case	M	Y		
B-196	NHVR Documents shall be stored in a central repository rather than on individual PCs.	M	Y		
B-197	Document management shall conform or be compatible with the DoIT standards.	M	Y	<i>AWARE</i> includes a standard attachment feature, if NHVR chooses to use it.	
B-198	System shall provide user option to view, save, print or email	M	Y		



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REF	REQUIREMENT/DEFINITION	Y/N	Y/N	MINOR CORRECT	INDICATE IF/AT THE REQUIREMENT IS NOT PART OF CONTRACT
	documents.				
B-199	System shall provide capability to print envelopes and labels.	M	Y		
B-200	System shall have the ability to create letters or documents for multiple customers simultaneously (e.g. form letter, survey etc.).	M	Y		
B-201	System shall support document templates, which shall be administered centrally by select personnel.	M	Y		
B-202	Updates to the templates shall not affect already published documents.	M	Y		
B-203	System shall allow user to work with multiple open documents at one time.	M	Y		
B-204	System shall provide spellchecking feature for documents.	M	Y		
B-205	System shall allow importing of electronic documents.	M	Y		
<b>Reviews</b>					
B-206	System requires a review for certain closed cases (i.e. closed for reason too severely disabled or in extended employment).	M	Y		
B-207	System provides for the ability such that if a case is closed with a reason code of 'disability too severe', the case appears one year from closure saying an ineligibility determination review is due.	M	Y		
B-208	System provides for the ability such that if a case is placed in extended employment (Status 28), the case appears one year from the closure date for an extended employment review.	M	Y		
B-209	System provides for the ability such that if a case is closed making less than minimum wage, the case	M	Y		

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	appears one year from the closure date for a sub minimum wage review.				
B-210	System has the ability to enter the results of a sub minimum wage review.	M	Y		
B-211	System has the ability to enter the results of an extended employment review.	M	Y		
B-212	System has ability to view/print upcoming annual reviews, sub minimum wage reviews, or review of extended employment, sorted by region, counselor.	M	Y		
B-213	System provides that Regional VR Administrators have the ability to randomly select X% of one or more counselors' caseloads for review. The section can be based on current Statuses or closure types within a specified time period.	M	Y		
<b>Alerts</b>					
B-214	The tickler System has built-in reminders and provides the ability to be reminded to do a specific task or notify when a task is past due. The number of days prior to the notification is configurable and can be different based on the type of reminder. Items in this category include, but are not limited to: Notification of 60 day eligibility determination 90 day reviews and annual reviews Notification of length of time in any status Action list on customer status changes Required customer note entries Outstanding/Overdue IPE's requiring an action Customers in employment status eligible to be	M	Y		

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	closed. A next action capability that shall track at the status code level Create reminders for things such as Consent forms, Social Security Statement, School Transcripts, Medical reports				
B-215	Users are able to manually set user-defined reminders/tickers.	M	Y		
B-216	System allows tracking of cases that have had no activity during a defined time period.	M	Y		
B-217	System alerts counselor when a customer turns 18 years old, and now requires a signed release for parent/guardian.	M	M	Requires custom alert.	
B-218	If a held authorization is approved, the person who created the authorization is notified.	M	M	Requires custom alert.	
B-219	System creates a notification for vendors whose authorizations are over X days old. A supervisor is able to view all upcoming and overdue alerts for their subordinates.	M	Y		
B-220	System can alert the user when creating a medical authorization for someone who is already on Medicaid or Medicare.	M	M	Requires System message.	
<b>Printing</b>					
B-221	System allows a user to print or extract a complete case record to common formats (e.g., PDF, TIF).	M	Y		
B-222	System provides capability to create a mailing list and print envelopes	M	Y		

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	and labels, i.e. mail merge.				
B-223	System provides a user capability to print the entire IPE or any selected amendments.	M	Y		
B-224	System provides a quick view summary/profile of a case that can be viewed on a minimum number of screens. User has the ability to print this summary or profile.	M	Y		
B-225	System provides capability to print an authorization at any time in a format to be mailed, if needed.	M	Y		
B-226	System's documents that are sent outside of VR, such as authorizations and remittance advices do not show customers' SSN.	M	Y		
<b>Additional Elements for Older Blind Program</b>					
B-227	System has the ability to select from a predetermined list of services.	M	Y		
B-228	System has the ability to purchase goods and /or services for multiple customers on one authorization/payment.	M	Y		
B-229	System has the ability to count and list customers receiving a service during a specified time by type of service.	M	Y		
B-230	System has the ability to list all customers that have open service requests.	M	Y		
B-231	System has reports showing, for a specified time period, services started, completed, not completed and discontinued.	M	Y		
B-232	System Collects all data elements for the RSA-7 OB Report of Older Blind Program services for reporting fiscal year data.	M	Y		

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REQUIREMENT ID	REQUIREMENT/DELIVERABLE	M	Y	VENDOR COMMENTS	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
<b>Additional Elements for Business Enterprise Program:</b>					
B-233	Collect operator and trainee personal data to assist program staff and counselors to serve the customer in the BEP Program as required by the agency personal information, Acceptance in the program, customers trained, licensed and placed as operators, those licensed awaiting placement.	M	Y	Operator and Trainee personal data can be captured in the <i>AWARE</i> case.	
B-234	Collect all data elements for the RSA-15 Report of Vending Facility Programs for reporting fiscal year data.	M	M	<i>AWARE BEP</i> application collects RSA 15 report data, sections 1 and 2. Requires customization to collect additional RSA data.	X
B-235	Track facility data including location, inventory at location, new, closed property, facilities open to bid, current insurance coverage and the operator at the facility. Track and report equipment purchases, State owned equipment provided to operators for use in a vending facility, equipment in the warehouse and surplus equipment. Track equipment maintenance and repair costs.	M	M	Requires additional fields.	X
B-236	Track necessary documents such as contracts, Agreements, Partnerships, licenses and permits along with expiration/renewal dates relative to individual locations.	M	M	Requires customization.	
B-237	Track data relative to facilities regarding the commission rate paid, and frequency of payments.	M	M	Requires customization.	

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B-238	Maintain information relative to support, equipment and information requested from operators and host facilities and the progress being made in meeting those requests.	M	M	Requires an additional managed layout.	
B-239	Maintain information submitted by operators including their monthly Profit and Loss statement used for evaluation and a summary report for RSA federal reporting requirements.	M	Y		
B-240	Track initial stock of consumable inventory and supplies by facility for federal reporting requirements.	M	Y		
B-241	Provide tools to create reminders of due dates for profit and loss statements, liability insurance, health insurance and to send notices of annual meeting, quarterly meetings and minutes and mail ballots.	M	M	Requires customization.	
B-242	Report program and vending machine funds and the source of those funds collected monthly, quarterly and annually.	M	Y		
B-243	Send letters to licensees when rent is past due	M	M	Requires customization.	X
B-244	Present and print reports in standard font. Reports to be exportable to print in large print and/or Braille. Allow the user to select the option.	M	Y		
B-245	Ability to track number of people with disabilities employed by BEP operators employed during the fiscal year.	M	Y		
B-246	Track how many new locations came in, were turned down, were accepted.	M	M	Requires customization to track location not yet in program	X
<b>Security</b>					

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B-247	System is capable of allowing read only access for certain staff members to be identified by NHVR.	M	Y	
B-248	The System is capable of assigning various levels of read/write capability at the screen level and regional level to managers, support staff and other specialists, to be determined by NHVR.	M	Y	
B-249	System is in compliance with the Rehabilitation Act of 1973, as amended, as it pertains to confidentiality of customer information.	M	Y	
B-250	System has a session time out feature which can be defined by administrative user.	M	Y	
B-251	System uses role-based security that allows/restricts user access to information, screens, and the ability to perform specific tasks within the System.	M	Y	
B-252	System’s role-based permissions and business rules are customizable. They are defined, named, and implemented by the application’s Administrator (or other suitable role). Examples of roles might include Support Staff, Counselor, Manager, State Office, and Administrator.	M	Y	
B-253	System allows ability to restrict access to cases from other areas and offices statewide based on role.	M	Y	
<b>System Highlights</b>				
B-254	System provides easy to use code lookup function.	M	Y	
B-255	System provides the capability to record and track employment services provided by NHVR staff.	M	Y	

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B- 256	The System shall provide the capability to record and track Assistive Technology service outcomes.	M	Y		
B- 257	The System’s financial module provides the ability to roll up agency defined VR Service Categories into RSA-2 VR Service Codes for required federal reporting.	M	Y		
B- 258	System allows NHVR staff the capability of preventing and setting limits for back dating of items such as status change, eligibility, application, IPE, or closure information.	M	Y		
B- 259	System has the ability to not allow backdating of certain dates into a prior fiscal year.	M	M	<i>AWARE</i> includes controls for dates based on a number of calendar days. Additional backdating rules, such as not allowing backdating into prior fiscal year, are not included and require customization. This enhancement can be added using the ECR process.	
B- 260	If an authorization is backdated, System puts the authorization into a 'hold' status, appropriate personal are notified, and someone with authority approves or denies the authorization.	M	Y		
B- 261	The System uses a unique case number, assigned sequentially for tracking and monitoring of all information related to that case.	M	Y		
B-	System allows restricted access to	M	Y		



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REQUIREMENT/ID	DESCRIPTION	M	Y	INDICATE THAT PROBLEMS IS NOT TO BE
262	be set for sensitive cases by individuals.			
B-263	The System does not allow for duplicate case numbers. The System cannot have more than one open case with the same SSN.	M	Y	
B-264	System has the ability to view all previous cases on a customer.	M	Y	
B-265	A user has the ability to access a quick view 'snapshot' of a case, which includes, at a minimum, the customer's name, case number, SSN, address, phone number, status, status effective date, any special 'flags' or indicators specific to the case, any pending outstanding reporting responsibilities, authorization summary. The screen provided a link to detailed information for each of the items.	M	M	Quick View datapage includes many, but not all of the data elements listed. Customization of the QuickView datapage and/or additional layouts in Case Management could be added through the ECR process.
B-266	System provides ability to find open and closed cases by name, partial names, alias, SSN, case number.	M	Y	
B-267	System provides ability to display case from the list returned from a search.	M	Y	
B-268	When referral data is entered, the System puts the case into Status 00, and the next sequential case number is assigned.	M	Y	
B-269	System provides capability to edit certain fields by user type of security, and not allow editing on other fields.	M	Y	
B-270	System has the ability to maintain data for counselor name, number, regional office, effective dates, and their credentials.	M	Y	
B-271	System has the ability to maintain data for regional offices and their addresses, phone, fax, etc.	M	Y	

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REQ ID	REQUIREMENT/DELIVERABLE	M O	Y/ N	VENDOR COMMENT	INDICATES THAT THE REQUIREMENT IS NO LONGER CURRENT
B-272	System shows what the next available case number (customer ID) is.	M	Y	System automatically assigns case numbers.	
B-273	System provides that closed records shall be accessible by program, management and staff for statistical use.	M	Y		
B-274	The System maintains, as accessible data, all open customers plus any closed cases that haven't been purged or archived.	M	Y		
B-275	The System allows viewing of selected items without viewing entire customer record for areas such as customer narrative, status history and fiscal history.	M	Y		
B-276	System includes a data dictionary which is updated whenever there is a change.	M	Y		
B-277	System supports that all dates include a 4-digit year.	M	Y		
B-278	System provides a means to easily customize various elements of the base Solution. Customization features address, but shall not be limited to, the following (B-279-280):	M	Y		
B-279	Addition of data elements to screens and reports.	M	Y		
B-280	Application of business rules and logic to screens and data fields.	M	Y		
B-281	System provides that all fields are completed in printable colors (i.e., ensure that entered text contrasts with field background).	M	Y		
B-282	System provides a change log of case activity including status changes, applications, and case notes.	M	Y		

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REQUIREMENT ID	REQUIREMENT/AVAILABLE	M	Y	VENDOR COMMENTS	INDICATE IF THE REQUIREMENT IS NOT A COST
B-283	System provides the ability for users to search and sort case activity change log by multiple criteria.	M	Y		
B-284	System shall validate data entries, and prevent invalid/unreasonable data (example: invalid dates) where possible.	M	Y		
B-285	System provides the ability such that when a user updates select demographic information in fields shared between programs, the fields in all programs are updated (e.g. phone number, address, etc.).	M	Y		
B-286	System allows saving of partially-completed screens or documents.	M	Y		
B-287	Users are able to access multiple customer cases simultaneously without losing data.	M	Y		
B-288	Users are able to simultaneously access a variety of information within the same case, including multiple forms.	M	Y		
B-289	System allows different parameters or business rules to be applied to programs (VR and OBIL); e.g. eligibility, Order of Selection, fiscal transactions, case flow, alerts, etc.	M	Y		
B-290	System allows cases to be organized into caseloads, and counselors to be assigned to caseloads.	M	Y		
B-291	System supports different business rules for different programs and statuses.	M	Y		
B-292	System has an Audit Trail that records changes in the System.	M	Y		
B-293	System's Audit Trail records date and time of change, staff id, data record before and after change, nature of the change.	M	Y		

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REQUIREMENT ID	REQUIREMENT/DELIVERABLE	M	Y	VENDOR COMMENT	INDICATE THE PROHIBITIVE NATURE OF FUNCTION
B-294	System allows selected individuals/roles to determine who made the change, when the change was made, the nature of the change, and specifics about the change.	M	Y		
B-295	When there is a history of changes for certain data, the System displays the most recent value. The history of changes is available in the application showing the historical data, the date and person who made the change.	M	Y		
B-296	When a user is navigating or searching an alphabetized list, the System “jumps” to the appropriate initial letter that the user types. Additional specificity is obtained when additional text is entered. (e.g. Jumps to M when typed, and narrows list as more letters are typed).	M	Y		
B-297	System supports flexible assignment of staff to one or more offices or regions (e.g. counselor or supervisor who covers more than one office.).	M	Y		
B-298	When working with fields that have a look up table, System displays codes and their descriptions.	M	Y		
B-299	System provides the ability to update customer information for customers who already exist in the System.	M	Y		
B-300	System does not use the customer SSN as a primary key.	M	Y		
B-301	System collects and stores customer name history.	M	Y		
B-302	System collects and stores customer address history.	M	Y		
B-303	System stores customer case history, maintaining previous cases	M	Y		

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	as separate entities.				
B-304	System tracks number of case occurrences for an individual customer.	M	Y		
B-305	System prevents status changes until case requirements are met.	M	Y		
B-306	System allows saving of incomplete case data, but shall not advance status until all required data is complete.	M	Y		
B-307	System assures that any documents created for a particular case are associated with that case and can be viewed at any point in time within the parameters of role-based security requirements.	M	Y		
B-308	System provides for users to cancel from a screen and not save changes that were made on that screen.	M	Y		
B-309	If a user closes/exits a screen without saving, the System prompts to save their changes.	M	M	Requires custom System message.	X
B-310	System allows a user to access a quick view ‘snapshot’ of a customer’s case on a summary screen.	M	Y		
B-311	System maintains history of a case and all counselors assigned to that case over time, including dates that that the transfer occurred.	M	Y		
B-312	System allows for modification of select client information after closure.	M	Y		
B-313	System allows for importing of electronic documents, which are attached to a customer case record or a specific authorization.	M	Y		
B-314	System provides the ability to list all electronic documents attached to a record.	M	Y		

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R O	REQUIREMENT/DESCRIPTION	M	Y/N	VENDOR COMMENTS	INDICATE THAT THE REQUIREMENT IS NOT PART OF CONTRACT
B-315	System provides user option to view, save, print or email documents.	M	Y		
B-316	System provides feedback to the user in the form of error messages and messages indicating successful completion of functions. These messages may be in the form of pop-up windows or may appear in a status bar on each data entry form.	M	Y		
B-317	In any instance where the System denies an activity, a message is displayed that clearly explains why the action has been denied.	M	Y		
B-318	System has error and warning messages that are clear and helpful to the user (identifies problem, and provides mechanism to correct).	M	Y		
B-319	System has Help screens/dropdown menus available to list and describe valid codes when codes are required on a data entry form.	M	Y		
B-320	System has context sensitive online help resources that can be accessed directly from the System.	M	Y		

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REQUIREMENT NUMBER	REQUIREMENT DESCRIPTION	M	Y	COMMENTS	INDICATES THAT REQUIREMENT IS MET
B-321	System's online help is editable by persons with the right security.	M	Y	As a COTS System, <i>AWARE</i> has an extensive on-line help System developed using FLARE Help Authoring Software. It is integrated into the <i>AWARE</i> application for context-sensitive help. In addition, Alliance updates this with each new release for Core changes.  If the State desires to edit the on-line help, Alliance will deliver to the State the help source files. The State can then edit online help with the FLARE software.	
B-322	System provides the user the capability to gather and analyze necessary data for eligibility determination, customer assessment, vocational goal selection and delivery of services to customers.	M	Y		
B-323	System provides the ability to collect required data and report on customers participating in the Ticket to Work program.	O	Y		
B-324	System allows for a statewide search of customers by current/historical names and/or SSNs.	M	Y		

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REQ. NO.	REQUIREMENT/DELIVERABLE	M	Y	VENDOR COMMENTS	INDICATES THAT REQUIREMENT IS MET BY CONTRACT
B-325	System allows for a statewide customer/case lookup.	M	Y		
B-326	System has the capability for a user to select one or more “special indicator(s)” in a case (e.g. Secondary Education Student, Career Exploration Workshop participant, transition student, etc.). Reports can be generated listing cases based on these indicators within specified dates.	M	Y		
B-327.	System Interfaces with O*Net to select Standard Occupational Classification (SOC) codes. Current CMS links via web url. These are Standard Occupational Classification job codes which are used by almost all Federal employment-related agencies and are required to complete the RSA-911 end of year closure report.	M	Y		
B-328.	System allows for purging records, archiving old data, restoring a single or multiple records from the archive.	M	Y	Archiving and purging of records/data is not included. Instead, NHVR case records will be retained online in <i>AWARE</i> . This allows for rapid and easy access to cases by NHVR’s authorized end users. This response is excerpted from the Alliance Proposal, Section 4 – Narrative Responses, Topic 10.	
B-329.	System archives cases that meet select criteria as defined by administrator (e.g. closure date,	M	Y	See response to B-328	



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REF ID	REQUIREMENT/DESCRIPTION	Y	N	STATUS/COMMENT	INDICATE THAT THE REQUIREMENT IS NOT IN THE CONTRACT
	annual review date, subminimum wage review date greater than 10 years).				
B-330.	Archived data is accessible and retrievable.	M	Y	See response to B-328	
<b>System Admin.</b>					
B-331.	System provides the ability for management of user accounts, System parameters, business rules, lookup tables, etc. and is restricted to those individuals who are assigned the proper permissions within the System.	M	Y		
B-332.	System allows inactivation of data values to remove them from the user Interface without actually deleting them from the database (e.g. specific vendor, service code, counselor, etc.).	M	Y		
B-333.	System allows for changes to “closed” cases; this is restricted, depending on business rules and user permissions.	M	Y		
B-334.	System allows changes to the customer SSN by authorized users.	M	Y		
B-335.	System allows an administrator with the correct security to change any field in a record.	M	Y		
B-336.	System allows an administrator with the correct security to delete or change an eligibility, or Individualized Plan for Employment (IPE).	M	Y		
B-337.	System allows an administrator with the correct security to delete an entire record.	M	Y		
B-338.	System allows an administrator with the correct security to delete or change a status, including the ability to back out a closure status.	M	Y		

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REQUIREMENT ID	REQUIREMENT DESCRIPTION	M	Y	VENDOR COMMENTS	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
B-339.	System allows an administrator with the correct security to back out a status, putting the case back to the previous status.	M	Y		
<b>Transferring Cases:</b>					
B-340.	System shall enable, in a single transaction, the transfer of one or more cases between caseloads, or regional offices.	M	Y		
B-341.	System provides that a history is available of transfers to include date transferred, and previous regional office(s) and counselor(s) that once had the case.	M	Y		
<b>Data Conversion:</b>					
B-342.	The selected vendor shall be responsible for mapping, manipulating, validating and migrating the existing SQL data from the current CMS System to the new Vendor System. The scope and amount of data to be migrated shall be determined during the Project considering business needs and cost considerations. The current plan is to migrate all current open cases plus cases closed in the last seven years. Assignment of the counselor to the customer during the conversion phase from the current CMS System shall be part of the conversion process.	M	Y	NHVR can include BEP data in conversion via ECR.	

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REQUIREMENT ID	REQUIREMENT/DELIVERABLE	M	Y/N	VENDOR COMMENTS	INDICATES THAT THE REQUIREMENT IS NOT PART OF CONTRACT
B-343.	The selected vendor shall be responsible for mapping, manipulating, validating and migrating the existing data from the current Older Blind Independent Living System to the new CMS System. The scope and amount of data to be migrated shall be determined during the Project considering business needs and cost considerations. The current plan is to migrate all current open cases plus cases closed in the last seven years. Assignment of the counselor to the customer during the conversion phase from the current Older Blind System shall be part of the conversion process.	M	Y	NHVR can include BEP data in conversion via ECR.	
<b>Value Added Features</b>					
B-344.	System provides easy access to general documents, such as NHVR Policies and Guidelines.	M	Y		
B-345.	System integrates with Outlook and passes information easily to calendars and e-mail.	M	Y	Email to Outlook for 2010 is included in the <i>AWARE</i> Groupware product	
B-346.	System shall allow for real-time electronic signature capacity.	M	Y		
<b>GENERAL PROJECT REQUIREMENTS</b>					
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y		
G-2	Vendor shall provide Project Staff as specified in the RFP.	M	Y		

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ID #	REQUIREMENT/DELIVERABLE	M	Y/N	VENDOR COMMENT	INDICATE IF THE REQUIREMENT IS NOT IN THE CONTRACT
G-3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Y		
G-4	Vendor shall provide detailed status reports every two weeks on the progress of the Project, this shall include expenses incurred year to date.	M	Y		
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. (Define how- WORD format- online, in a common library or on paper)	M	Y		
<b>IMPLEMENTATION</b>					
I-1	The Contracted Vendor shall provide detailed Documentation on System operation and maintenance, including detailed Documentation on System backups and restore.	M	Y		
I-2	The Vendor must produce and execute System/Unit Test Plans for the application. The testing must include component as well as end-to-end testing and must verify that the application meets the functional and technical requirements. Test plans must include test scripts, data, and scenarios, specific business cases, anomaly transactions, daily work functions, and administrative tasks.	M	Y		

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R E Q U I R E M E N T I D	REQUIREMENT/DESCRIPTION	M	Y	STATUS COMPLET	INDICATES THAT THE REQUIREMENT IS INITIAL TO CONTRACT
I-3	The format of the Test Plan shall be decided upon jointly by the Using Agency and the Vendor. Test Plans shall not be implemented without the approval of the Using Agency.	M	Y		
<b>MAINTENANCE</b>					
M-1	The System must have maintenance and support performance expectations and minimum level of performance measures defined in a Service Level Agreement.	M	Y		
M-2	Service Level Metrics/Indexes required: Response Times. Calls resolved within specified periods of time or number of calls, depending on severity/nature of the call. Availability Escalation/Notification Customer Satisfaction as noted in Section 6.12.	M	Y		
<b>PROJECT PLANNING</b>					
P-1	The vendor must provide a Project Work Plan for integration with existing State Systems.	M	Y		
P-2	In the Proposal, submit an initial Work Plan and Schedule for the custom development of integration to existing State Systems.	M	Y		
P-3	The Work Plan and Schedule shall be evaluated on thoroughness, quality, and reasonableness, not on exact dates shown. Specific task steps and dates shall be subject to negotiation.	M	Y		
P-4	The Contracted Vendor must prepare and submit a final Work Plan and Project Schedule after negotiations are complete and present it to the Department of Education no later than 14 calendar days after Contract signing.	M	Y		

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RISK ID	REQUIREMENT/DELIVERABLE	M	Y/N	VENDOR COMMENT	INDICATE THAT THE REQUIREMENT IS NOT PART OF CONTRACT
P-5	<p>The Contract Vendor must produce a detailed Work Plan, including tasks, resources, work time (estimate and actual), Gantt charts, etc. The Work Plan must identify, but not be limited to, these major tasks:</p> <ul style="list-style-type: none"> <li>-User requirements</li> <li>-Business and technical requirements</li> <li>-Logical and Physical design</li> <li>-Development</li> <li>-System and Unit Testing</li> <li>-User testing</li> <li>-Acceptance testing</li> <li>-Implementation</li> <li>-Ongoing operations</li> <li>-Contingency plans</li> <li>-Documentation review and delivery (transfer of knowledge).</li> <li>-Stress Testing and application tuning</li> </ul>	M	Y		
P-6	<p>The Vendor must provide Project Status Reports on an agreed upon frequency but not less frequently than bi-weekly.</p>	M	Y		
P-7	<p>The Vendor must provide a Business Process Improvement Plan.</p>	M	Y		
P-8	<p>The Vendor must provide a Communication and Change Management Plan.</p>	M	Y		
P-9	<p>The Vendor shall provide training plans to the Contracting Agency. Training plans shall identify the System users and Systems administrators that need training, the topics to be discussed, and the time required to complete training.</p>	M	Y		

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ID	REQUIREMENT/DESCRIPTION	M	Y	VENDOR COMMENT	INDICATE THAT REQUIREMENT IS NOT TO BE COMPLETED
	data dictionary, and technical Documentation of user Interface. The State may, at its option, design a format for the physical design documents. The State DoIT staff shall be available to assist by identifying the current structure.			<b>AWAREInfo.</b> Alliance's Proposal assumes that the existing formats are acceptable by the State. Examples are available during Contract negotiations.	
P-14	The Vendor shall provide a description of the proposed Systems' average and expected response rates.	M	Y		
<b>TECHNICAL REQUIREMENTS</b>					
T-1	Web-based compatible and in conformance with the following W3C standards: XHTML 1.0, CSS 2.1, XML 1.0 (fourth edition)	M	Y		
T-2	GUI Interface Technologies	M	Y		
T-3	Windows XP	M	Y		
T-4	The Solution must either integrate with or replace the existing Tracker V 2.0 Ticket To Work System	M	Y		
T-5	The Solution must be web-based and compatible with PC and MAC based web browsers. Should minimum browser standards be added, W3C standards can be found at <a href="http://www.w3.org/standards/agents/browsers">http://www.w3.org/standards/agents/browsers</a>	M	Y	Alliance is working on expanding browser compatibility including compatibility with mobile devices such as tablets. MAC based web browser compatibility is scheduled for 2013.	

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REQ ID	REQUIREMENT/DEFINABLE	M/O	Y/N	VENDOR COMMENTS	INDICATE IF THE REQUIREMENT IS NOT IN THE CONTRACT
T-6	Migration and validation of existing data to the new database by the selected Vendor is required. NHVR Entire legacy data set limited to seven years of closed cases and all active cases, OBIL Entire legacy data set, TTW: Entire legacy data set, BEP: Entire legacy data set.	M	Y	VR, OBIL Data Migration is included. TTW and BEP Data Migration is not included.	
T-7	The application must hide explicit errors and implement custom error handling when exceptions are encountered.	M	Y		
T-8	Use only the software and System Services designed for its intended use.	M	Y		
T-9	Application data shall be protected from unauthorized use when at rest.	M	Y		
T-10	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index/php/OWASP_Top_Ten_Project</a> )	M	Y		
	<b>SECURITY REQUIREMENTS</b>				
S-1	The System must integrate and incorporate stringent security and roles defined in “myNHDOE”. Users must be limited to access only what is required for their roles.	M	Y		
S-2	Verify the identity or authenticate all of the System’s human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	Y		
S-3	Authorize users and customer applications to prevent access to inappropriate or confidential data or	M	Y		



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	Services.				
S-4	Limit the number of people that can grant or change authorizations.	M	Y		
S-5	Enforce session timeouts during periods of inactivity.	M	Y		
S-6	Method to prevent any programs or software from destroying or damaging data or the application itself.	M	Y		
S-7	The application shall not store authentication credentials or sensitive data in its code.	M	Y		
S-8	Detect and record all attempted accesses, authentications, and authorizations.	M	Y	This was discussed with DoIT 8/8/2013. Per DoIT notes, <b>AWARE</b> basic package meets this requirements.	
S-9	Allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y		
S-10	Subsequent application Enhancements or upgrades shall not remove or degrade security requirements.	M	Y		
S-11	The application shall not contain “backdoor” cryptoSystems or algorithms or method bypassing normal authentication.	M	Y		
<b>HOSTING REQUIREMENTS - OPERATIONS</b>					
H-1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access shall be via VPN or Internet Browser	M	Y		

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Requirement/Detail Area	M	Y	Vendor Comments	Indicate that the requirement is satisfied
H-1.a	M	Y		
H-2	M	Y	Alliance is working on expanding browser compatibility including compatibility with mobile devices such as tablets. MAC based web browsers compatibility is scheduled for 2013.	
H-2.a	M	Y		
H-3	M	Y		

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REQ. NO.	REQUIREMENT/DETAILS	M/C	Y/N	VENDOR COMMENTS	INDICATES THAT THE REQUIREMENT IS NOT TO BE MET
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y		
H-5	Data Center Humidity shall be non-condensing and maintained between 40-55% with a maximum dew point of 62 °F.	M	Y		
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer Systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y		
H-7	Data Center Generator – shall be sufficient to sustain computer Systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at full load for a period not less than 1 ½ days of operation.	M	Y		
H-8	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Y		
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous Systems must be installed to reduce the risk of loss due to fire.	M	Y		

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ID	REQUIREMENT/INITIAL AREA	M	Y/N	VENDOR COMMENTS	INDICATES THAT REQUIREMENTS WILL BE MET
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and other security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Y		
H-11	Vendor must monitor the application and all servers.	M	Y		
H-12	Vendor shall manage the databases and services on all servers located at the Vendor’s facility.	M	Y		
H-13	Vendor shall install and update all non-critical server patches, updates, and other utilities within 60 days of release from the manufacturer. All zero day and critical patches shall be installed as soon as possible but not later than 30 days.	M	Y		
H-14	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Y		
H-15	Vendor shall manage the sharing of data resources.	M	Y		
H-16	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y		
H-17	The Vendor shall monitor physical hardware.	M	Y		
H-18	Vendor shall monitor System, security, and application logs.	M	Y		
H-18A	All logs, including web based logs (IIS, Apache, SMTP, etc.), database, and security logs should be sent to a 3rd party logging System.	O	Y		
<b>HOSTING REQUIREMENTS – DISASTER RECOVERY</b>					

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H-19	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y		
H-20	Vendor shall have documented disaster recovery plans that address the recovery of lost State Data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y		
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, Systems shall offer a level of redundancy so the loss of a drive or power supply shall not be sufficient to terminate services however, these failed components shall have to be replaced.	M	Y		
H-22	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y		
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y		
H-24	Scheduled backups of all servers must be completed twice daily.	M	Y		
H-25	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y		
H-26	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y		
H-27	If State Data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.	M	Y	Included in At Rest Encryption, added in this draft Revised Final Cost Proposal	

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				10/2013.	
H-28	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs. This shall be determined between the agency and the selected vendor.	M	Y		
<b>HOSTING REQUIREMENTS – NETWORK ARCHITECTURE</b>					
H-29	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y		
H-30	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection shall not interrupt access to the State application.	M	Y		
H-31	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the	M	Y		

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REQ. ID	REQUIREMENT/DEFINABLE	M	Y	VENDOR COMMIT	INDICATES THAT THE REQUIREMENT IS MET
	larger carriers shall not cause a failure of the State’s Service.				
H-32	The Vendor’ network architecture must include redundancy of routers and switches in the Data Center.	M	Y		
H-33	Remote access shall be customized to the State’s business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Y		
<b>HOSTING REQUIREMENTS - SECURITY</b>					
H-34	The Vendor shall employ security measures to ensure that the State’s application and data is protected.	M	Y		
H-35	If State Data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y		
H-36	All servers and devices must have currently-supported and hardened operating Systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	This was discussed with DoIT 8/8/2013. Per DoIT notes, <b>AWARE</b> basic package meets this requirements.	

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REQ ID	REQUIREMENT/DEPT TEAM	M	Y/N	VENDOR COMMENT	INDICATES THAT THE REQUIREMENT IS NOT MET OR CONFLICTS
H-37	All components of the infrastructure shall be reviewed and tested to ensure they protect the State’s hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y		
H-38	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Y		
H-39	The Vendor shall notify the State Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y		
H-40	The Vendor shall ensure its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the Vendor’s hosting infrastructure and/or the application.	M	Y		
H-41	The Vendor shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y		
H-42	The Vendor shall perform scheduled security audits, including vulnerability assessments, of the Vendor’ hosting infrastructure	M	Y	The State can perform scheduled security audits, but random audits are	



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REF ID	REQUIREMENT/DELIVERABLE	M	Y/N	VENDOR COMMENT	INDICATES THAT REQUIREMENT IS NOT IN SCOPE OF CONTRACT
	and/or the application monthly. Results from these audits shall be shared with the State.			not allowed, for security purposes. Audits can be scheduled with 48 hours notice.	
H-43	The Vendor shall provide fire detection and suppression System, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Y		
<b>HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT</b>					
H-44	The Vendor’s System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y		
H-45	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Y		
H-46	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y		
H-47	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M	Y		

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REQUIREMENT ID	REQUIREMENT/DELIVERABLE	M	Y	INDICATES THE REQUIREMENT IS NOT IN CONTRACT	INDICATES THE REQUIREMENT IS IN CONTRACT
H-48	The Vendor response time for support shall conform to the specific deficiency classes as described in Section: 6.12.1 Vendor Responsibility.	M	Y		
H-49	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Y		
H-50	The Vendor shall guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y		
H-51	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y		
H-52	The Vendor shall give two-business days’ prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y		
H-53	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Y		
H-54	If the Vendor is unable to meet the 99.9% uptime requirement, the Vendor shall credit State’s account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Y		
H-55	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y		

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R #	REQUIREMENT/IDENTIFIABLE	M	Y	INDICATE THAT THE REQUIREMENT IS NOT IN CONTRACT	INDICATE THAT THE REQUIREMENT IS NOT IN CONTRACT
H-56	A critical outage shall be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y		
H-57	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating Systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Y		
H-58	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: o Server up-time o All change requests implemented, including operating System patches o All critical outages reported including actual issue and resolution o Number of Deficiencies reported by class with initial response time as well as time to close.	M	Y		
H-59	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.	M	Y		
<b>CMS/OBIE DATA DICTIONARIES</b>					
I-1	Attached Zip File Contains Data Dictionary of NHVR’s CMS production and look-up tables.	M	Y		
I-2	Attached Zip File Contains Data Dictionary of Older Blind, BEP	M	Y		

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R O	REQUIREMENT/IDENTIFIER	Y E A R	S E M E S T E R	VENDOR COMMITTEE	INDICATES THAT THE REQUIREMENTS WILL BE MET BY COMPLETION
	Requests, BEP Locations and BEP Inventory dbase docriptObjects production and look- up tables.				

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Alliance's Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) 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 Alliance's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Alliance and State Project Managers. The preliminary Work Plan created by Alliance and the State is set forth at the end of this Exhibit.

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

The Plan is documented in accordance with Alliance's Work Plan to support the ongoing management of the Project.

## **1. ASSUMPTIONS**

### **A. General**

- The State shall provide Team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions shall be resolved within five (5) business days. Issues not resolved within this initial period shall 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.
- Alliance shall provide a separate escrow Agreement for the application.
- Alliance shall maintain an accounting System in accordance with Generally Accepted Accounting Principles ("GAAP").

### **B. Logistics**

- The Alliance Team shall perform most of the Services from their facility in Lacey, WA; visits to New Hampshire will be conducted as needed.
- The Alliance Team shall honor all holidays observed by Alliance or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Alliance Team, including PCs, phones, Virtual Private Network ("VPN") access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Alliance Team and shall be available when the Project begins.

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**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State System shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which Team members have access to the Project folder and granting either view or read/write privileges. Alliance's Project Manager shall establish and maintain this folder. The State Project Manager shall approve access for the State Team. Documentation can be stored locally for Alliance 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.
- Alliance assumes that an Alternate Project Manager may be appointed from time to time with a skill set equal to or better than the Project Manager assigned to the Project with prior State approval to handle reasonable and ordinary absences of the Project Manager.

**D. Conversions**

- The Alliance Team shall work with the State to design the data mappings and shall be the lead for the conversions. The Alliance Team is responsible for providing the tools and/or software to do the conversions and shall collaborate with the State to test and verify the conversions for accuracy.

**E. Project Schedule**

- The Project Schedule is the second part of the Work Plan, and a preliminary copy of the Schedule is provided with the Preliminary Work Plan below. The Schedule will be maintained by Alliance in MS Project and shared with all Project members in an Alliance-hosted SharePoint suite.
- A final Work Plan and Schedule will be delivered by Alliance within 14 business days of Contract approval by Governor and Executive Council.

**F. Reporting**

- Alliance shall conduct at minimum bi-weekly status meetings, and provide reports that include, but are not limited to, updates to the Work Plan, minutes, action items, test results and Documentation.

**G. User Training**

- The Alliance Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall Schedule and track attendance on all end-user training classes.

**H. Performance and Security Testing**

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- The State shall work with Alliance on performance testing as set forth in Contract Exhibit G – *Testing Services*.
- Alliance and the State shall collaborate on the Test Plan to identify the testing approach, tools and expected performance metrics.

**2. ROLES AND RESPONSIBILITIES**

The Alliance and State team members, roles and responsibilities are defined in the Work Plan. The following summary tables show the team members and roles required for completion of this Contract.

**A. Alliance Team Roles and Responsibilities**

<b>APPROACH 2: STAGGERED LAUNCH Position Title</b>	<b>Name</b>	<b>Initiation Hours</b>	<b>Configuration Hours</b>	<b>Implementation Hours</b>	<b>Project Close Out Hours</b>	<b>TOTAL Hours</b>
Account Manager	Lisa Gifford	62	130	115	40	<b>347</b>
Project Manager	Patricia Heyn	200	1,054	750	211	<b>2,215</b>
IT	Kevin Spurgin	32	231	106	39	<b>408</b>
Engineering	Craig Keating	40	340	216	92	<b>688</b>
	Engineering Staff	0	1,870	876	151	<b>2,897</b>
Training Services	Betsy Cousineau	18	31	48	5	<b>102</b>
	Training Staff	0	194	182	0	<b>376</b>
Analysis	Alan Rhoten	54	1,067	614	65	<b>1,800</b>
Data Conversion	Alex Gifford	60	814	164	33	<b>1,071</b>
	Data Conversion Staff	0	556	483	68	<b>1,107</b>
Interface	Konika Narang	16	125	32	15	<b>188</b>
	Interface Staff	0	203	79	45	<b>327</b>
Administrative Support	Admin Staff	26	36	36	33	<b>131</b>

**B. State Roles and Responsibilities**

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

State staff will be needed for Project oversight. Alliance shall support the State staff during Adaptation (application configuration) of *AWARE* to meet business requirements, and for development of business improvement training materials. With Alliance support, State staff will also lead UAT and provide business subject matter expertise for Data Conversion or Interface Design and Testing. In addition, NHVR will provide and coordinate logistics for training.

These hours are estimates. NHVR may require additional resources depending on complexity of customizations and the amount of data cleansing required.

State Role	Initiation Hours	Configuration Hours	Implementation Hours	Project Close Out	Total Hours
<b>Project Manager</b> Lisa Hatz VR Director	200	400	900	100	1600
<b>VR Adaptation Lead</b> Ken Young NHVR Data Unit	80	350	320	20	770
<b>OB/IL BEP Adaptation Lead</b> Bill Finn SBVI Administrator	16	220	240	20	496
<b>VR Test Lead</b> Sue Roma Christopher Semonelli	16	120	540	80	756
<b>OB/IL Test / BEP Test Lead</b> Bill Finn SBVI Administrator	16	48	296	24	384
<b>Data Base Interface Lead</b> Adam Heard DBA	16	200	400	60	676
<b>Training Lead</b> Sharon DeAngelis	12	24	120	16	172
<b>State Total</b>	<b>356</b>	<b>1362</b>	<b>2816</b>	<b>320</b>	<b>4854</b>

### 3. CONVERSIONS

Data conversion shall be a multi-stage, iterative, collaborative effort of the Alliance and State Data Conversion teams based upon the Alliance methodology detailed in the Work Plan and the Conversion Plan.



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The scope of Data Conversion shall include all open cases and seven (7) years of closed case data for NHVR, OB/IL and BEP from the CMS and OB/IL databases.

Alliance shall have primary responsibility for programming, technical testing, installing and executing the programs for conversion of NHVR legacy data into AWARE, reporting data discrepancies and aiding the State with options to resolve the discrepancies.

NHVR staff shall be responsible for researching and correcting data issues, cleansing existing data, building extract programs, extracting the data, and answering Alliance's questions.

The following Table 3.1 identifies the conversions within the scope of this Contract

**Table 3.1: Planned Conversions**

NHVR	Alliance	New Hampshire Case Management System
OB/IL	Alliance	Older Bind and Independent Living
BEP	Alliance	Business Enterprise Program

**4. INTERFACES**

Implementation of the Interfaces between AWARE and the State's external Systems shall be a collaborative effort between Alliance and the State as defined in the Work Plan and the Interface Plan.

The following Table 4.1 identifies the interfaces within the scope of this Contract and their relative assignment.

**Table 4.1: In-Scope Interfaces**

Department	System	Description	Frequency of Data Exchange
Department of Education	Ticket to Work (TTW)	SSA reimbursement and Ticket to Work Tracking software	Daily
Department of Education	myNHDOE (single sign-on System)	Security and user authentication	At login.
Department of Education	NHFirst (Lawson)	Financial/accounting	Daily

The following items summarize some of the Interface responsibilities detailed in the Work Plan and the Interface Plan:

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- The Alliance and State Interface Teams shall gather Interface and file layout requirements. Alliance shall use those requirements to develop conceptual and detailed designs of the Interfaces, and present those designs and incoming and outgoing Interface file definitions/formats to the State for review and approval.
- Alliance shall develop, test and document each Interface to *AWARE*.
- The State shall develop, test and document the export and import processes to the NHFirst, TTW and SVES/Wage external Systems
- Alliance and the State shall collaboratively execute integration testing and verification of each Interface.
- The State shall be responsible for setting up the necessary VPN connections and file shares
- Alliance shall train State staff on the operation and maintenance of the Interface Manager and each COTS and customer Interface.
- The Alliance Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the Interfaces.
- The State and the Alliance Teams shall collaboratively construct any test scripts and data needed to test and validate the accuracy and completeness of each of the Interfaces.
- The State is responsible for all extracts and formatting of data from legacy Systems needed to support the Interfaces.
- The State is responsible for documenting the procedures required to execute the Interfaces in production and for the scheduling of Interface operation in production.

**5. PRELIMINARY WORK PLAN**

The following is the preliminary Work Plan agreed upon for the Contract.

The Work Plan includes all Deliverables listed in Table F-1 of the RFP and also includes additional “best practices” sub-Deliverables where appropriate. The associated Project Schedule shall be maintained in Microsoft (“MS”) Project.

The Work Plan defines the scope and Schedule of Services for the Project. It is designed to become a comprehensive Agreement between Alliance and NHVR. Therefore, it is typical for the Work Plan to be reviewed and refined prior to Contract approval. A final Work Plan and Schedule will be delivered by Alliance within 14 business days of Contract signing.

**Work Plan Contents**

The Work Plan has two sections:

- A Narrative Work Plan that describes the Deliverables.
- A detailed Microsoft Project plan that includes tasks, task dependencies, Schedule, milestones, and Deliverables.

**Deliverable Description**

The narrative Work Plan describes all Deliverables to be completed as part of the NHVR Project. Assumptions, resource roles and allocations, and critical success factors are defined at the end of the Work Plan.

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**Work Plan Access and Updates**

The MS Project Schedule provides the details of tasks, activities, start and end dates, and resource assignments. Available to NHVR from an Alliance-hosted SharePoint site, the Schedule is updated at least bi-weekly and is reviewed at each Status Meeting. Actual start/end dates for items and their percentage completion is updated for each status meeting. Updated information allows the State and Alliance oversight managers to determine whether the Project is on Schedule.

**Timeline for Staggered Launch Approach**

YEARS	SFY 2013-2014					SFY 2014-2015					SFY 2015-2016										
	Months	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
Stage 1 Implementation	Planning																				
	Validate/Adopt		Gap Analysis/Design/Dev																		
	Operations - Migration and Conversion																				
	Hardware Proc, Testing, Deployment and Release																				
										UAT		Live	Warranty					UMS			
Stage 2 BEP and Customizations																					
										Planning		Gap Anal/Design									
										Testing, Conversion		Customization Development and Release									
Project Months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	

**Work Plan**

The Alliance Work Plan is a step-by-step guide that describes the Phases, Deliverables, roles, responsibilities and Acceptance criteria for the Project. The following Phases, Deliverables and Sub-Deliverables are included in the Work Plan:

**Planning Phase**

Alliance and NHVR Project teams shall kick off the Project and establish a shared vision for the Implementation. The Project managers create the integrated Project Management Plan, establish templates for written Deliverables, and finalize the baseline Project Schedule. Alliance Subject Matter Experts (“SME”) shall work with State staff to establish strategies for testing, training, deployment (Go-Live), System Administration and end-user support.

NHVR Project Team learns to use *AWARE*. Alliance shall assist the NHVR Project Team to complete basic System Adaptation. At the completion of this phase, the Project is ready to move into design and deployment activities.

**1.1 Work Plan**

This Deliverable includes two sub-Deliverables:

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**1.1a Kickoff Meeting**

Alliance shall work with NHVR to identify the Steering Committee and the core Project Team. An onsite Kickoff meeting shall be held to introduce the Project Sponsor, Steering Committee, State team members and Alliance. State leaders share the Project vision, background, and objectives of the Project with the team. For more detail regarding the Kickoff meeting, please review Topic 18 of the Proposal dated May 22, 2012. Status Meetings and Reports. During the meeting, the Project Managers communicate the overall plan for the Implementation and conduct an initial risk assessment. This ensures that executive leaders have a chance to discuss risks that could impact the Project.

**Acceptance Criteria**

- Team formation materials are provided.
- Kick-off Meeting agenda is established.
- Kickoff meeting is held.
- Risk Assessment is complete.

**Alliance Services**

- Provide team formation materials.
- Provide draft Kick-off Meeting agenda.
- Consult with NHVR on Project Team selection.
- Co-facilitate Kick-off meeting.
- Facilitate Risk Assessment.

**NHVR Responsibilities**

- Project Sponsors select Steering Committee and Project Team members.
- State Project Manager coordinates the logistics and co-facilitates the Kick-off meeting.
- NHVR Sponsor, Steering Committee and Project Team participate in Kick-off meeting.
- NHVR Sponsor, Steering Committee and Project Team participate in Risk Assessment.

**1.1b Baseline Work Plan**

No later than 10 business days after Contract signing, Alliance shall deliver a final Work Plan and Project Schedule. The Work Plan and Schedule shall include all negotiated changes that are part of the final Contract.

**Acceptance Criteria**

The Schedule shall be updated to reflect negotiated changes, and includes:

- Deliverables, Sub-Deliverables, milestones and major tasks, at an appropriate level of detail, for all Deliverables in the Project Work Plan.
- Estimated Start and End Dates for all tasks.
- Estimated Task Duration.
- Estimated Percent Complete.
- Predecessors, as appropriate to define sequence and dependencies.

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- Gantt chart.

The Project start and end dates will shall align with contracted start and end dates.

**Alliance Services**

- Update the Revised Final Cost Proposal Project Schedule, if required.
- Update the Revised Final Cost Proposal Work Plan, if required.
- Establish an Alliance-hosted SharePoint site for Work Plan Schedule access by the State.

**NHVR Responsibilities**

- Review and approve the Project Schedule and Work Plan.

**1.2 Project Status Report**

The format for the bi-weekly Project Status Report shall be finalized during this Deliverable. Alliance shall provide a sample Status Report. The NHVR and Alliance Project Managers shall review the report and revise it to meet the standards described in Proposal Topic 18 – Status Meetings and Reports dated May 22, 2012.

**Acceptance Criteria**

- A standard format for the Project Status Reports has been finalized.

**Alliance Services**

- Provide the sample Status Report template.
- Collaborate with the NHVR Project Manager to finalize the Status Report template.
- The first Status Report is submitted.

**NHVR Responsibilities**

- Collaborate with Alliance Project Manager to finalize the Status Report template.

**1.3 Business Improvement Plan**

Implementing a new case management System shall trigger business changes within the State. To proactively manage the change process, Alliance shall collaborate with NHVR in writing a Business Improvement Plan. The Plan describes how NHVR will define and communicate new business processes. The Plan is intended to ensure end-user buy-in and produce the desired business improvement.

Alliance has assisted many VR agencies with change management planning, and can provide examples of communication plans, communication tools and methods for including end users in the business improvement process.

**Acceptance Criteria**

- Business Improvement Plan tools and examples are provided.
- Business Improvement planning work session is held.

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**Alliance Services**

- Provide sample plans, communication strategies, and communication tools for NHVR reference.
- Collaborate with NHVR to draft and finalize the Plan.
- Review and provide input on the Business Improvement Plan.

**NHVR Responsibilities**

- Identify staff to lead the business improvement process.
- Document a clear vision statement that will drive business improvement decisions.
- Draft and finalize the Business Improvement Plan.

**1.4 Communication and Change Management (Control) Plan**

The Communication and Change Control Plans are components of the Alliance Project Management Plan (“Plan”). As a part of this Plan, the Communication and Change Control Plans establish the working relationship and Project controls necessary for a successful Project Implementation. The Communication Plan describes the Project Team structure and governance. The Change Management Plan shall establish processes to keep the Project on time and on budget. This Deliverable is completed in conjunction with Deliverable 1.10.

**Acceptance Criteria**

- The Communication and Change Control Plans are approved.

**Alliance Services**

- Provide Project Management Plan template.
- Collaborate with the NHVR Project Manager to finalize the Plan.

**NHVR Responsibilities**

- Provide input and content for the Plan.
- Approve the Communication and Change Control Plan.

**1.5 Requirements Traceability Matrix (“RTM”)**

This Deliverable includes two sub-Deliverables:

**1.5a Set Up Server for *AWARE* Validation**

Alliance shall provide hands-on access to *AWARE* for Project Team training and core *AWARE* validation. Alliance establishes the technical infrastructure required to host *AWARE* for NHVR, and installs the current version of *AWARE*.

**Acceptance Criteria**

- NHVR Project Team members can access a functional version of *AWARE*.

**Alliance Services**

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- Establish the hosted environment necessary to complete Project Team training and *AWARE* validation.
- Provide login access to the NHVR Project Team members.

**NHVR Responsibilities**

- Provide names and email addresses for NHVR Project Team members.
- At least one Project Team Lead logs in to *AWARE* and notifies the NHVR Project Manager.

**1.5b Baseline Requirements Traceability Matrix (“RTM”)**

Alliance shall provide an Introduction to *AWARE* training to the NHVR Project Team. Then Alliance shall conduct a series of hands-on work sessions to validate that *AWARE* meets the requirements, as described in the attached Revised Response to Requirements and Deliverables. The results are documented on the RTM.

This is an important knowledge transfer opportunity for the Project Team. During this Deliverable, the Team becomes familiar with *AWARE*, learning how the System supports multiple case types, adapts to a wide variety of business rules, can be adapted to meet State requirements and preferences, and maintains compliance with RSA reporting requirements.

Exceptions (something that does not work as described in the Revised Response to Requirements and Deliverables) are noted and a Resolution Plan is written.

This Deliverable is completed in conjunction with Sub-Deliverables 1.14a and 1.14b. Validation work sessions may be combined with Adaptation work sessions.

**Acceptance Criteria**

- The RTM is approved.

**Alliance Services**

- Conduct Introduction to *AWARE* training.
- Provide an RTM template for review.
- Facilitate work sessions and document results.
- Submit the completed RTM to NHVR for approval.

**NHVR Responsibilities**

- Schedule Project Team members for training.
- Review and approve the RTM template.
- Schedule selected Team members and SMEs to participate in validation work sessions.
- Participate in validation work sessions.
- Review and approve the RTM.

**1.6 Software Design Document**

Alliance uses a standard template for software designs. Alliance maintains a comprehensive, online library of design documents for *AWARE*.

The Software Design Document (“Design”) contains information required for the State to review and approve the design prior to beginning development. Contents typically include:

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- Customer Requirements
- Assumptions and Dependencies
- As Is Process
- To Be Process
- List of Features
- To Be Design Detail
- Review cycle tracking

The requirements and solution provided in the Design form the basis for the technical Specifications used by the developers to build new NHVR specific features.  
During this Deliverable, Alliance shall review the Design template with DoIT staff and NHVR.

**Acceptance Criteria**

- Alliance has reviewed the Design template with NHVR and DoIT staff.
- Designated NHVR and DoIT staff are able to access existing design documents and Specifications through *AWAREInfo*, the online Technical and User Documentation portal.

**Alliance Services**

- Review the Design template in a webinar work session.
- Provide login and password for *AWAREInfo* to designated NHVR staff.
- Conduct *AWAREInfo* orientation.

**NHVR Responsibilities**

- Identify designated staff who will require access to *AWAREInfo*.
- Attend *AWAREInfo* orientation.

**1.7 Interface Plan and Design/Capability (“Interface Plan”)**

The Proposal includes the development of three (3) Interfaces: NHFirst; my NHDOE (single sign-on System); and Ticket to Work (“TTW”). During this Deliverable, Alliance shall conduct analysis work sessions and documents the Interface requirements. The resulting document includes the recommended Interface requirements. The Interface requirements and approach developed in this Deliverable provide the basis for Interface Designs completed in Sub-Deliverable 1.14c. As part of this Deliverable, Alliance shall conduct a Financial Processing Overview to familiarize NHVR and DoIT with *AWARE* fiscal processing capabilities and Interface tools.

**Acceptance Criteria**

- The Interface Plan is approved and includes:
  - Interface requirements.
  - Strategy for development, testing and GoLive, including timeline, roles and resource requirements

**Alliance Services**

- Conduct analysis work sessions.



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- Conduct Financial Processing Overview.
- Document Interface Requirements.
- Draft and finalize the Interface Plan.

**NHVR Responsibilities**

- Identify SME for each Interface.
- Provide Documentation, including Interface file layouts and Specifications.
- Provide input and content for the Interface Plan.
- Review and approve the Interface Plan.

**1.8 Software Change Control Process Document**

Alliance software development follows a standard and well-defined process. It adheres to a Software Development Life Cycle (“SDLC”) for every new feature and error correction. After requirements are refined and the conceptual design process is completed, development moves to the engineering process: technical design; user Acceptance test definition; software development; code review; test plan; Test Plan review; functional testing; and release testing.

Alliance uses Microsoft Team System to integrate more than 1,800 unit tests and more than 1,000 web tests into the nightly builds to ensure the integrity and functionality of all core components is not affected during development of new features or error correction.

During the Project, Alliance shall conduct a walk-through of its Software Change Control Process with State staff.

**Acceptance Criteria**

- Software Change Control Process walk-through is completed.

**Alliance Services**

- Conduct a walk-through of the Alliance Software Change Control Process.
- Respond to questions and input.

**NHVR Responsibilities**

- Identify appropriate NHVR staff to attend the walk-through.
- Participate in the walk-through work session.

**1.9 Establish Requirements Specification of Technical Environments (Infrastructure Assessment and Recommendations)**

Alliance shall be responsible for providing System servers and the State is responsible for providing desktop workstations and network. Alliance shall provide an Environments Plan for server setup to ensure that the Project can meet its development, test, and production requirements. The resulting Schedule will be documented in the Project Schedule.

Network performance is critical to user Acceptance of a web-based System such as *AWARE*. During this Deliverable, Alliance shall conduct a Technical Readiness (Infrastructure) Assessment to document State network adequacy and, as needed, make recommendations.

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**Acceptance Criteria**

- The Infrastructure Assessment and Recommendations report is accepted.
- The Environments Plan is provided.

**Alliance Services**

- Provide technical questionnaires and conduct remote interviews of NHVR and DoIT SMEs.
- Provide *AWARE* Architecture Overview to NHVR and DoIT staff.
- Draft the Infrastructure Assessment and Recommendations report.
- Finalize the Infrastructure Assessment and Recommendations report.
- Develop an Environments Plan.
- Update the Project Schedule with key dates from the Infrastructure Acceptance and Recommendations report and Environments Plan.

**NHVR Responsibilities**

- Complete technical questionnaires.
- Identify technical SMEs to participate in infrastructure work sessions.
- Attend *AWARE* Architecture Overview.
- Provide input on the (Infrastructure) Assessment and Recommendations report.
- Approve the Infrastructure Assessment and Recommendations Report.
- Provide input on the Environments Plan.

**1.10 Risk and Issue Management Plan**

The Risk and Issue Management Plan is a component of the Alliance Project Management Plan (“Plan”). As a part of this Plan, the Risk and Issue Management component describes the methodology, processes, and tools that Alliance and NHVR shall use to manage risks and issues during the Project. Alliance shall provide a Plan template that is based on Project Management Body of Knowledge (“PMBOK”) and Alliance best-practices. Alliance and NHVR shall collaborate to finalize the Risk and Issue Management Plan. This Deliverable is completed in conjunction with Deliverable 1.4.

**Acceptance Criteria**

- The Risk and Issue Management plan is approved.

**Alliance Services**

- Provide Plan template.
- Collaborate with the NHVR Project Manager to finalize the Plan.

**NHVR Responsibilities**

- Provide input and content for the Plan.
- Collaborate with the Alliance Project Manager to finalize the Plan.

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**1.11 Deployment (“Go-Live”) Plan**

Early in the Project, Alliance and NHVR shall document the strategy for Go-Live. The Go-Live Plan includes sections that define each of the primary components of the Go-Live. These components are: Go-to-Pilot decision; Pilot test; Lessons Learned; Go-Live decision; corrections and adjustments; end-user training; staff communication, and the Go-Live cutover from the legacy case management Systems.

Alliance shall provide a Plan template that is based on PMBOK and Alliance best-practices for *AWARE* Implementation. Alliance shall conduct work sessions to gain input and establish the high level Go-Live strategy and timeline.

**Acceptance Criteria**

- The Go-Live Plan is approved.

**Alliance Services**

- Provide Plan template.
- Collaborate with the NHVR Project Manager to establish the high level Plan.

**NHVR Responsibilities**

- Provide input and content for the Go-Live Plan.

**1.12 End User Support (System Administration and Support)Plan**

A System Administration and Support Plan shall describe the types of support end users will require after the Go-Live. The Plan shall address *AWARE* System administration strategies for NHVR help desk support. (NHVR-provided follow-up training is addressed in the Training Plan). The Plan shall document the planned support structure and System administration resource requirements. (The Training Plan lists the classes Alliance will provide for NHVR System Administration and Support staff so they gain skills and knowledge to provide post-Implementation support.)

**Acceptance Criteria**

- The System Administration and Support Plan is approved.

**Alliance Services**

- Provide Plan template.
- Collaborate with NHVR and DoIT regarding support requirements.

**NHVR Responsibilities**

- Provide input and content for the System Administration and SupportPlan.
- Define resources who will provide System Administration and Support.
- Approve the System Administration and Support Plan.

**1.13 Detailed Testing Plan and Testing Results Document**

This Deliverable includes two Sub-Deliverables:

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**1.13a Test Management Plan**

The Test Management Plan shall define the testing strategy, environments, roles, tasks, resources, and timeline required to rigorously test the System prior to production. The Test Management Plan is drafted during the Planning Phase.

Testing scope shall include core *AWARE*, NHVR Adaptation, converted data, Interfaces, customizations, performance, and business process changes. Testing shall be conducted in one or more Test Environments, and begins after the System is certified and the Test Team has received training.

The Plan includes a Test Script Template and a Pilot Readiness Assessment Template. It also addresses test result reporting and results tracking processes.

**Acceptance Criteria**

- The Test Management Plan is approved.

**Alliance Services**

- Provide Test Management Plan template.
- Review and document Alliance testing methodology and document its integration with NHVR Testing Requirements (Described in Appendix G-1.)
- Define test environments required for UAT.
- Review roles and responsibilities in testing; document Alliance support for NHVR testing.
- Collaborate with the NHVR Project Manager to finalize the Plan.

**NHVR Responsibilities**

- Identify the Test Team Lead (or co-leads).
- Provide input and content for the Test Management Plan.
- Review roles and responsibilities in testing.
- Request appropriate test resources.
- Approve the Test Management Plan.

**1.13b Detailed Test Plan**

NHVR shall conduct User Acceptance Test (“UAT”), with support from Alliance. Detailed Test Plan is developed during the Deployment Phase and provides the details for UAT.

The Detailed Test Plan shall identify each area of testing required for UAT. It describes who tests, in which environment test is completed, when test occurs in the Project, how testing is conducted and the “exit criteria” for completing UAT. The Detailed Test Plan should align with the Project Schedule and with the requirements for related test Deliverables in the Deployment Phase, including 4.8, 4.9 and 4.10.

**Acceptance Criteria**

- The Detailed Test Management Plan is approved.

**Alliance Services**

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- Provide a Schedule for completing the tasks of the Detailed Test Plan.
- Collaborate with the NHVR Project Manager to finalize the Detailed Test Plan.

**NHVR Responsibilities**

- Develop business scenarios for Test Scripts.
- Provide input and content for the Detailed Test Plan.
- Review roles and responsibilities in testing.
- Confirm appropriate test resources.
- Approve the Detailed Test Plan.

**1.14 Conduct and Document Joint Application Development (“JAD”) Sessions**

This Deliverable includes three sub-Deliverables:

**1.14a Adaptation – Mandatory Elements**

To complete this Deliverable, Alliance and NHVR shall work jointly to adapt *AWARE*. Mandatory Adaptation includes Adaptation required for RSA reporting, Data Conversion and Interfaces. Alliance shall train the NHVR Project Team members on the Adaptation process so they are prepared to make and document Adaptation decisions. NHVR uses Adaptation templates to track *AWARE* Adaptation decisions.

**Acceptance Criteria**

- Mandatory *AWARE* Adaptation has been completed.
- The Adaptation template is current.

**Alliance Services**

- Provide Adaptation templates for tracking *AWARE* Adaptation decisions.
- Propose a Schedule for Adaptation tasks.
- Conduct Basic Adaptation training.
- Conduct *AWARE* Reports training.
- Collaborate with NHVR to complete mandatory Adaptation.

**NHVR Responsibilities**

- Identify Adaptation team members, database SMEs and others who should participate in *AWARE* Adaptation work sessions.
- Attend Basic Adaptation and *AWARE* Reports training.
- Make timely Adaptation decisions.
- Document Adaptation decisions in the Adaptation template.

**1.14b Gap Analysis**

The RTM is used to capture differences between Requirements and existing *AWARE* functionality. In addition, during initial tasks of the Project, NHVR staff may identify differences between *AWARE* and required business processes. The purpose of the Gap Analysis Deliverable is to capture

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differences and categorize them for resolution: Adaptation, training, re-engineering, or new requirements.

**Acceptance Criteria**

- An updated RTM is approved.

**Alliance Services**

- Provide updated RTM.
- Facilitate discussion of differences to clarify the best resolution.
- Document gaps (new and revised Requirements) and an agreed resolution on the RTM.

**NHVR Responsibilities**

- Identify differences between *AWARE* and required NHVR business processes.
- Participate in discussion of differences and resolution options.
- Project sponsors encourage staff to re-engineer processes and leverage *AWARE* COTS functionality whenever possible.
- Resolve Gaps, using Change Control to address new and revised Requirements.
- Review and approve updated RTM.

**1.14c Joint Application Development (“JAD”) Sessions Complete**

Alliance shall lead collaborative and cross-functional work sessions to complete the analysis for contracted customizations. (Interface Requirements are already documented in Deliverable 1.7) New or revised requirements are documented on the RTM for Change Control. Conceptual designs for customizations and Interfaces are completed, reviewed, and accepted. Acceptance Criteria

- The RTM is updated to include approved new or revised requirements.
- Conceptual Designs for customizations and Interfaces are approved.

**Alliance Services**

- Facilitate design work sessions.
- Draft and finalize Conceptual Designs for customizations and Interfaces.

**NHVR Responsibilities**

- Provide legacy file layouts for Interface JAD sessions.
- Participate in JAD sessions.
- Provide input into the Conceptual Designs.
- Review and approve Conceptual Designs.

**1.15 Conduct Information Architecture Review**

Alliance maintains a comprehensive, online library of *AWARE* Documentation. The library includes design documents for the COTS software and an electronic Relational Data Model and Data Dictionary. In this Deliverable, Alliance shall provide training and electronic access to the

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Documentation. This Deliverable is conducted prior to JAD and Data Conversion work sessions and in conjunction with Deliverable 1.6.

**Acceptance Criteria**

- NHVR staff have attended the Data Model training.

**Alliance Services**

- Conduct Data Model training.

**NHVR Responsibilities**

- Attend Data Model training.

**1.16 Data Conversion Mapping and Plan**

Alliance and NHVR shall work collaboratively to develop detailed field mappings and a Data Conversion Plan. The design includes an overall plan for Data Conversion, including testing and coordination with statewide training and Go-Live.

The scope of the Data Conversion is defined as:

- All active cases.
- Seven (7) years of closed cases.

**Acceptance Criteria**

- Approved baseline Data Mapping.
- Approved Data Migration Plan.
- Prioritized list of customizations required for Data Conversion, if required.

**Alliance Services**

- Conduct onsite and webinar data mapping work sessions. Tasks include:
  - Train NHVR staff on Alliance data mapping templates and tools.
  - Map data elements from the legacy Systems to *AWARE*.
  - Review all data elements from existing Systems.
  - Identify any significant differences in definitions.
  - Identify data elements in the legacy System that are not in *AWARE*.
  - Use exports of the existing System to validate data dictionary and discover any differences between historical and current data.
- Review baseline Data Mapping based on NHVR comments.
- Develop draft Data Conversion Plan. Plan addresses:
  - Data Conversion approach to historical inconsistencies.
  - Testing approach.
  - Go-Live scheduling.
  - Error correction.
  - Approach to conversion of legacy data.
  - Test plan.
  - Success criteria.

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- Move-to-production strategies.
- Document new requirements identified.
  - Identify fields in the legacy System that are not captured in *AWARE*.
  - Determine, through Change Control process, whether these customizations will be completed.
- Update draft Data Conversion Plan with NHVR input.
- Define formats for data exports.

#### **NHVR Responsibilities**

- Provide data extracts in defined formats. These are used for data mapping and data integrity validation.
- Collaboratively map data elements from the legacy Systems to *AWARE*. Identify significant differences in definitions.
- Identify data elements in the existing System not in *AWARE*. Assist in resolution.
- Discuss options for migrating data including resolving historical discrepancies and Go-Live strategy.
- Discuss, review, and provide feedback on the Data Mapping and Data Conversion Plan.
- Define plan for data cleansing. Potentially change business practices to eliminate any additional problems to be created in the data.
- Make timeline data mapping and conversion decisions.
- Approve the Data Mapping and Data Conversion Plan.

#### **Other Considerations**

- NHVR staff who will participate in data mapping will first complete Introduction to *AWARE* and *AWARE* Data Model training.
- To maintain the integrity of the historical data, whenever possible, Alliance will convert the records into *AWARE* on a one-to-one basis (versus consolidating many records into one summary record). This approach best supports ad hoc and federal reporting.
- There may be some clean-up required of the existing data (including open cases). State staff will begin this task immediately upon identification of the problems so as not to hold up Data Migration programming and testing.
- Mandatory Adaptation must be completed prior to data mapping. Changes should only be made as needed due to conversion or Interface programming, and only with notification to Alliance.
- Occasionally, there are records that either do not exist in the existing System or do not map directly into *AWARE*. Therefore, NHVR staff will manually enter them. These situations will be identified during this Deliverable and included in the Data Conversion design.
- NHVR will make decisions on pending issues based on timelines established in the Data Conversion Plan to prevent holding up the timeline for Specifications and development.

#### **Documentation Phase**

This Proposal includes access to Alliance's extensive online library of System and end-user Documentation. Audience-specific materials are designed for use by end users, administrative



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support staff and operations/IT staff. Documentation is accessed through the Alliance Technical and User Documentation portal, *AWAREInfo*.

Documentation and manuals are available in accessible format. Manuals are updated regularly so NHVR has access to current support and training materials at the “touch of a button.”

### **2.1 Documentation of Operational Procedures**

Alliance maintains an extensive set of online guides that describe detailed *AWARE* Operational procedures. For example, these guides address installation procedures, batch processing, and external directory authentication. Manuals are available in accessible format from Alliance’s Technical and End-User Documentation portal, *AWAREInfo*. Alliance provides an overview of *AWAREInfo* early in the Project so NHVR Project Team can access Documentation on demand.

In a Hosted Solution, Alliance shall be responsible for most *AWARE* Operational procedures. NHVR shall be responsible for some operations, such as operating their invoices. A matrix of roles and responsibilities shall be developed. This creates the NHVR-specific Operational procedures document. Backup and restore procedures will be documented, and tested (during Deliverable 4.7 – Tools for Backup and Recovery of All Applications and Data).

#### **Acceptance Criteria**

- NHVR-specific Operational procedures relative to *AWARE* will be documented.

#### **Alliance Services**

- Provide an Operational Procedures document template for describing Alliance and NHVR *AWARE* Operational roles and responsibilities. Review and approve Operational Procedures document with the State.

#### **NHVR Responsibilities**

- Review and approve Operational Procedures document .

### **2.2 Systems Administration Documentation**

Alliance has an extensive and well-organized set of online System administration and Adaptation guides that cover topics from how to set up letters to how to generate Federal Reports. Manuals are available in accessible format from Alliance’s Technical and End-User Documentation portal, *AWAREInfo*. Alliance shall provide an overview of *AWAREInfo* early in the Project so NHVR Project Team can access Documentation on demand.

During the Project, Alliance shall conduct System Administration training and knowledge transfer work sessions. Relevant Administrative User guides are reviewed in-depth during these sessions.

#### **Acceptance Criteria**

- NHVR staff have access to online Systems Administration Documentation.

#### **Alliance Services**

- Provide online access to *AWARE* Systems Administration Documentation.

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**NHVR Responsibilities**

- Confirm access to Systems Administration Documentation on *AWAREInfo*.

**2.3 User Documentation**

Alliance provides two forms of User Documentation: 1) an online end-user training workbook, *Introduction to AWARE*, and 2) online, robust, and context-sensitive help included with the *AWARE* application. User Documentation is accessible and is updated to include new core features in each release. The *Introduction to AWARE* workbook is designed in modules and written to support a wide variety of training approaches. NHVR shall make the training materials available to end users electronically.

In addition, Alliance recommends that NHVR prepares business process improvement materials for use in their business process training. Typically, agencies prepare “cheatsheets” that cross-walk key legacy business processes with improved *AWARE* processes. These are reviewed during NHVR-led business process training, and may be used to help reinforce change to the organization.

**Acceptance Criteria**

- NHVR has access to the Introduction to *AWARE* workbook prior to Pilot Team training.
- Alliance has provided a demonstration of *AWAREHelp* to the Project Team.

**Alliance Services**

- Provide access to the most current Introduction to *AWARE* workbook.
- Demonstrate *AWAREHelp*, the online user guide.

**NHVR Responsibilities**

- Verify access to Introduction to *AWARE* workbook.
- Verify access to *AWAREHelp*.
- Identify business process materials required for change management and for business process training. Develop a plan for production, approval and Implementation.

**Training Phase**

Alliance-led training ensures that NHVR staff are prepared to participate in the Project and to provide System administration and support following Implementation. Alliance shall provide Train-the-Trainer Training to NHVR trainers, who will train end users.

Alliance shall provide trainers, access to training materials and conducts an evaluation for each training listed in the Revised Training Plan,. NHVR provides training facilities, prints training materials, and provides materials in alternate formats and/or provides reasonable accommodations for trainees. NHVR also schedules staff to attend training, and completes evaluations for each training.

**3.1 Comprehensive Training Plan Materials (Training Plan)**

The Training Plan shall document the classes, Schedule, logistics and attendees planned for the Project. Alliance shall provide class descriptions and logistics for inclusion in the Plan. The

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Alliance Training SME shall collaborate with NHVR to develop a training Schedule, and to identify appropriate staff to attend each training.

A section of the Training Plan focuses on End-User Training. NHVR will conduct End-User Training, so Alliance will provide guidance to the NHVR Project Team as they develop the Schedule and resources required to train their end users.

**Acceptance Criteria**

- An approved Training Plan.

**Alliance Services**

- Provide tools, templates, and guidance to streamline development of the Training Plan.
- Provide class descriptions and logistics for all Alliance-led training sessions.
- Provide guidance to NHVR on End-User Training Schedule.
- Review and provide feedback on the Training Plan.

**NHVR Responsibilities**

- Draft the Training Plan.
- Collaborate with Alliance to develop the Project Training Schedule.
- Identify staff who will attend the trainings.
- Develop the End User Training Schedule.
- Finalize the Training Plan.

**3.2 Knowledge Transfer Plan**

The Knowledge Transfer Plan shall identify the skills State staff learn primarily through Knowledge Transfer. It describes the timeline within which skills are learned and documents potential risks and remediation strategies.

Alliance shall provide a hosted System for NHVR. This reduces the need for NHVR and DoIT staff to learn to the Operational tasks of managing new releases, servers, and performance. However, NHVR staff will maintain control of budgets, new user access, federal report production, Interface processes, and ongoing System Adaptation.

Alliance shall work collaboratively over the course of the Project so State staff learn how to provide System administrative support. Alliance uses a student, co-pilot, pilot model (described in Proposal Topic 15 – User Training Approach and Topic 21 – Support of State Project Team dated May 22, 2012.). This allows State staff the opportunity to observe, practice, and become skilled in maintaining *AWARE*.

**Acceptance Criteria**

- Approved Knowledge Transfer Plan.

**Alliance Services**

- Identify Knowledge Transfer activities completed during the Project.
- List skills gained in Knowledge Transfer activities.
- Identify potential risks and remediation strategies in the Knowledge Transfer activities.

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- Submit draft Knowledge Transfer Plan.

### **NHVR Responsibilities**

- Identify System Administration staff.
- Assign System Administration staff to participate in Knowledge Transfer and Deliverable completion activities.
- Collaborate with Alliance to identify risks and remediation strategies.
- Review and approve Knowledge Transfer Plan.

### **3.3 Conduct Train the Trainer Training**

Alliance shall provide Train the Trainer Training to NHVR trainers. This training prepares the NHVR trainers to conduct Introduction to *AWARE* training for their end users.

### **Acceptance Criteria**

- Train the Trainer Training is completed.

### **Alliance Services**

- Provide access to the most current *AWARE* Training Workbook and updated *AWAREHelp*, the online user guide.
- Conduct Train-the-Trainer Training.

### **NHVR Responsibilities**

- Identify trainers; Schedule trainers for Train-the-Trainer Training.
- Schedule rooms, equipment and other logistics for Train-the-Trainer Training.
- Schedule follow-up practice and planning sessions to prepare for End-User Training.

## **Deployment Phase**

### **4.1 Configuration Phase (Adaptation – Non-Mandatory)**

*AWARE* includes extensive Adaptation capabilities to meet NHVR business requirements. NHVR and Alliance have already completed mandatory Adaptation. Now, Alliance works with NHVR to adapt *AWARE* in preparation for UAT. Examples of Adaptation completed in this Deliverable include high-priority letters and forms, staff security profiles, and layouts.

### **Acceptance Criteria**

- *AWARE* is adapted for UAT.

### **Alliance Services**

- Provide technical support, as needed, to NHVR to complete Adaptation of letters, security, layouts and other Adaptation.

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**NHVR Responsibilities**

- Establish a list of Adaptation required for UAT.
- Adapt *AWARE*, with Alliance support.
- Make timely Adaptation decisions.
- Document Adaptation decisions in the Adaptation template.

**4.2 Software Object and Source Code Development (Customization Development and Release)**

At the end of the Planning Phase, Alliance and NHVR held JAD sessions to design the contracted customizations to *AWARE*. Now, using the Conceptual Designs approved by NHVR, Alliance shall create technical designs and then develops the new functionality that is scheduled for release prior to UAT. The features are released for UAT in a scheduled *AWARE* release.

**Acceptance Criteria**

- Approved customizations are released for UAT.
- Alliance certifies that the release is ready for UAT.
- Test scripts are available for NHVR customizations.

**Alliance Services**

- Develop and rigorously test customizations for release.
- Release approved customizations for UAT.
- Install the release in hosted environment.
- Provide test scripts for customizations developed for NHVR.
- Certify that customizations for NHVR are ready for UAT.

**NHVR Responsibilities**

- Answer questions as required.
- Confirm access to new release on NHVR environment.
- Develop business process scenarios that are used for UAT and integration testing.

**4.3 Software Configured to Satisfy State Requirements (“Adaptation Test”)**

NHVR shall test *AWARE* Adaptations to ensure they are ready for production use. During this Deliverable, the Test Team is trained to test *AWARE*. Then, the Test Team follows the agreed Detailed Test Plan to manage and conduct UAT. At the completion of this Deliverable, the System is certified as ready for Pilot.

**Acceptance Criteria**

- Test Team Training is complete.
- *AWARE* Adaptation is certified as ready for Integration test.

**Alliance Services**

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- Conduct Test Team Training.
- Provide System support and consultation to NHVR Test Team.

**NHVR Responsibilities**

- Complete Test Team Training.
- Use the Detailed Test Plan to manage and conduct testing.
- Correct Adaptation issues.
- Retest *AWARE* after Adaptation is updated.
- Certify *AWARE* Adaptation for Integration Test.

**4.4 Functioning In-bound and Out-bound Interfaces**

This Deliverable includes three sub-Deliverables:

**4.4a Ticket to Work**

Alliance shall develop and release the Interfaces required to support the Ticket to Work and Social Security Reimbursement in *AWARE*. Development includes a detailed design, technical test, installation and validation of the Interfaces for UAT.

**Acceptance Criteria**

- SSA reimbursement, SVES and UI Interfaces are ready for UAT

**Alliance Services**

- Develop SSA reimbursement, SVES and UI Interfaces.
- Conduct thorough technical testing of the SSA, UI and SVES Interfaces.
- Facilitate work sessions with NHVR to resolve issues incrementally throughout.
- Install and validate the Interface Programs in preparation for UAT.

**NHVR Responsibilities**

- Establish testing environment with external partners.
- Coordinate and collaborate with Alliance to communicate and resolve issues identified during development.
- Validate that the SVES, UI and SSA reimbursement Interfaces are installed correctly and ready for UAT.

**4.4b MyNHDOE**

Alliance shall develop and release the functionality required for single sign-on to myNHDOE. The features will be installed on the hosted environment for UAT.

**Acceptance Criteria**

- Functionality required for Single Sign-on to myNHDOE is installed and certified as ready for functional testing.

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**Alliance Services**

- Develop the myNHDOE functionality.
- Conduct thorough technical testing of the myNHDOE feature.
- Facilitate work sessions with NHVR to resolve issues incrementally throughout.
- Install and validate the myNHDOE feature in preparation for the Test Phase.

**NHVR Responsibilities**

- Establish testing environment with myNHDOE.
- Coordinate and collaborate with Alliance to communicate and resolve issues identified during development.
- Validate that the myNHDOE feature is installed correctly and ready for functional testing.

**4.4c NHFirst**

Alliance shall develop and release the files required for in-bound and out-bound Interfaces to NHFirst, the State's financial management System. The Deliverable includes a payment export file, a warrant import file and a vendor import file. The features will be installed on the hosted environment for UAT.

**Acceptance Criteria**

- Payment export, warrant import and vendor import Interfaces, as defined in Proposal Topic 14-Interfaces dated May 22, 2012., are developed, installed, and certified as ready for UAT.

**Alliance Services**

- Develop the payment export, warrant import, and vendor import files as defined in Proposal Topic 14-Interfaces dated May 22, 2012..
- Conduct thorough technical testing of the financial Interfaces.
- Facilitate work sessions with NHVR to resolve issues incrementally throughout.
- Install and validate the three Interface files in preparation for the Test Phase.

**NHVR Responsibilities**

- Establish testing environment with NH First.
- Coordinate and collaborate with Alliance to communicate and resolve issues identified during development.

**4.5 Fully Tested Data Conversion Software**

This Data Conversion methodology includes early involvement of NHVR SMEs who provide expertise regarding the legacy database. Alliance assumes that migrated data will be made available from two sources – a CMS data base and an OB/IL database. The scope of Data Conversion is all open cases and seven (7) years of closed case data for VR and OB/IL. Alliance shall have primary responsibility for programming, technical testing, and installing the programs for conversion of NHVR legacy data into *AWARE*. NHVR staff shall be responsible for researching and correcting

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data issues, cleansing existing data, building extract programs, extracting the data, and answering Alliance's questions.

Data Conversion programs and resulting migrated data are typically delivered and demonstrated incrementally to validate designs and mapping. The work will be done in accordance with the Data Conversion Plan developed as part of Deliverable 1.16 Data Conversion Plan.

This Deliverable includes six (6) Sub-Deliverables to iteratively convert NH VR data.

#### **4.5a Data Conversion – Organizational Data**

Alliance shall deliver and incrementally demonstrate the Data Conversion programs and resulting migrated data to validate transformations and mapping outlined in Deliverable 1.16 Data Conversion Plan. The initial Data Conversion milestone addresses organizational data.

This Deliverable includes six sub-Deliverables:

#### **Acceptance Criteria**

- 90% of organizational records are imported into *AWARE*.

#### **Alliance Services**

- Develop Data Conversion programs as described in the Data Conversion Plan.
- Collaborate and gather input from NHVR, to research and resolve data anomalies and issues uncovered during development.
- Conduct thorough technical testing of programs using actual data extracts, make corrections as needed, and update associated Technical Documentation.
- Prepare all Data Conversion programs into periodic releases.
- Make the incremental releases of the converted data available for NHVR review.
- For this Deliverable the following data will be imported into *AWARE*, if available in an extract. If not available, it will be manually entered.
  - Reporting Structure and Business Location
  - Staff, Staff Location, and Staff Unit
  - Caseload Groups and Staff Caseloads
  - Employer and Employer Location
  - Service Category and OES (Job Title)
- Facilitate work sessions with NHVR to resolve issues throughout.
- Install the Data Conversion programs and convert data according to the strategies identified in the Data Conversion Plan.

#### **NHVR Responsibilities**

- Provide data exports of NHVR legacy data as defined in the Data Conversion Plan.
- Upload data extracts to the Alliance SFTP site for testing.
- Conduct data cleansing activities as outlined in Data Conversion Plan.
- Incrementally test data and report issues for resolution.



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**4.5b Data Conversion – Case Flow Data**

This Data Conversion Deliverable addresses case flow data, including data related to Participant, Application, Eligibility, Plan, Employment, Closure, and PES.

**Acceptance Criteria**

- 90% of case flow records are imported into *AWARE*.

**Alliance Services**

- Develop Data Conversion programs as described in the Data Conversion Plan.
- Collaborate and gather input from NHVR, to research and resolve data anomalies and issues uncovered during development.
- Conduct thorough technical testing of programs using actual data extracts, make corrections as needed, and update associated Technical Documentation.
- Prepare all Data Conversion programs into periodic releases.
- Make the incremental releases of the converted data available for NHVR review. For this Deliverable the following data will be imported into *AWARE*.
  - Application
  - Eligibility and Plan
  - Job Ready and Employment
  - Closure and PES
- Incrementally facilitate work sessions with NHVR to resolve issues throughout.
- Install the Data Conversion programs and convert data according to the strategies identified in the Data Conversion Plan.

**NHVR Responsibilities**

- Provide data exports of NHVR legacy data as defined in the Data Conversion conceptual design.
- Upload data extracts to the Alliance secure site for testing.
- Conduct data cleansing activities as outlined in Data Conversion Plan.
- Incrementally test data and report issues for resolution.

**4.5c Data Conversion – Financial Data**

This Data Conversion Deliverable addresses financial data.

**Acceptance Criteria**

- 90% of financial records are imported into *AWARE*.

**Alliance Services**

- Develop Data Conversion programs as described in the Data Conversion Plan.
- Collaborate and gather input from NHVR, to research and resolve data anomalies and issues uncovered during development.

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- Conduct thorough technical testing of programs using actual data extracts, make corrections as needed, and update associated Technical Documentation.
- Prepare all Data Conversion programs into periodic releases.
- Make the incremental releases of the converted data available for NHVR review. For this Deliverable the following data will be imported into *AWARE*:
  - Budget and Vendor
  - Authorization and Payment
  - Warrant and Refund
  - Group authorization and Payment
- Facilitate work sessions with NHVR to resolve issues throughout.

**NHVR Responsibilities**

- Provide data exports of NHVR legacy data as defined in the Data Conversion conceptual design.
- Upload data extracts to the Alliance secure site for testing.
- Conduct data cleansing activities as outlined in Data Conversion Plan.
- Incrementally test data and report issues for resolution.

**4.5d Data Conversion – End User Validation**

This Data Conversion Deliverable addresses End User Validation.

**Acceptance Criteria**

- 90% of NHVR records are converted into *AWARE*, as validated by:
  - End-to-end case flow test
  - RSA 113 and 911 report
  - Budget-to-Warrant financial data
  - RSA 2 report

**Alliance Services**

- Refine the Data Conversion.
- Facilitate work sessions with NHVR to resolve issues identified during End User Validation.

**NHVR Responsibilities**

- Validate records imported into *AWARE* and incrementally report results.
- Coordinate, collaborate and participate with Alliance throughout the incremental Data Conversion work effort.

**4.5e Fully Tested Data Conversion Software**

At the end of this Deliverable, Data Conversion will achieve a 98 percent success rate.

**Acceptance Criteria**

- 98% success rate.

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**Alliance Services**

- Refine the Data Conversion.
- Facilitate work sessions with NHVR to resolve issues identified during End User Validation.

**NHVR Responsibilities**

- Conduct cleansing activities as defined in the Data Conversion Plan.
- Coordinate, collaborate and participate with Alliance throughout the incremental Data Conversion work effort.

**Assumption**

NHVR staff shall manually enter any records that are required by *AWARE*, but do not exist in the legacy System, do not map directly into *AWARE*, or cannot be migrated due to data errors or inconsistencies in the legacy data source.

**4.5f Set Up Production Environment**

After NHVR reviews and approves Integration Test results, the State begins the move to Pilot. The newest version of the System is moved to the production server in preparation for Data Conversion.

**Acceptance Criteria**

- Production Environment is validated.

**Alliance Services**

- Set up the production server environment.
- Install latest copy of adapted Master *AWARE* on the server.
- Install and verify final *AWARE* update.
- Activate Interfaces.

**NHVR Responsibilities**

- Validate *AWARE* is ready to load converted data.
- Verify final *AWARE* update.
- Verify Interfaces are ready for integration test.

**4.6 Converted Data Loaded into Production Environment**

In collaboration with NHVR, the final pre-production conversion shall be completed and the converted data loaded into the production environment. NHVR and Alliance shall confirm that the data converted properly and the System is ready for production use.

**Acceptance Criteria**

- Validation of Data Conversion.

**Alliance Services**

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- Complete final Data Conversion build.
- Install converted data on the production environment.
- Assist NHVR in validating the converted data.
- Provide technical and System support.

**NHVR Responsibilities**

- Collaborate with Alliance to validate the converted data.

**4.7 Tools for Backup and Recovery**

Alliance maintains documented disaster recovery plans that address the recovery of lost State data. During UAT, Alliance and the State will conduct a backup and restore test. NH DoIT and Alliance IT shall designate a date and assign resources to conduct the test.

Together, Alliance and NHVR shall plan and execute the test, using documented disaster recovery plans. After the test is complete, Alliance and the State shall assess the results of the test. This test serves to validate the System capabilities and recovery procedures prior to the State's Go-Live.

**Acceptance Criteria**

- Documented successful recovery of a selected failure scenario.

**Alliance Services**

- Collaborate with NHVR and DoIT to conduct the recovery test:
  - Provide documented disaster recovery procedures.
  - Take affected System components offline.
  - Select recovery point.
  - Prepare a situational recovery-process checklist.
  - Validate System capabilities.
  - Restore System to online status.
- Document the test results and deliver to the State.

**NHVR Responsibilities**

- Collaborate with Alliance to plan and conduct the recovery test.
- Review and approve the test results report.

**4.8 Conduct Unit and Regression Testing ("UAT")**

The NHVR test team shall conduct post-release testing of new Adaptation, customizations, Data Conversion, and the Interfaces developed for the State. The Detailed Test Plan, developed as part of Deliverable 1.14, will guide all testing.

Alliance shall provide the current RTM, a set of test scripts or scenarios for new functionality, and a test and corrections Schedule. The Test Team received training, in Deliverable 4.3. This has prepared them to develop business scripts, conduct tests, document results, verify errors and report them to Alliance Support. Alliance shall release an update with error corrections if NHVR identifies Critical or High priority errors. NHVR shall retest/validate the corrections.

At the conclusion of this testing, the System shall be ready for Integration Testing.

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**Acceptance Criteria**

- *AWARE* Test scripts are completed with no Critical or High priority errors.

**Alliance Services**

- Certify that *AWARE* customizations, Interfaces and Data Conversion is ready for UAT.
- Provide System support during testing.
- Install current versions of *AWARE*, the converted data and Interfaces in test environments for testing.
- Provide unit test scenarios or scripts for new customizations, Interfaces and converted data.
- Assist the Test Team lead in verifying and prioritizing errors.
- Release and install *AWARE* Update, if needed, to correct Critical and High errors discovered in UAT.

**NHVR Responsibilities**

- Develop business scenarios to test business practices.
- Conduct tests as defined in the Detailed Test Plan. Document results.
- Report verified errors to Alliance Support promptly.
- Provide input regarding criticality of errors reported.
- Test corrections, when released.

**4.9 Conduct Integration Testing**

After UAT has been completed, the NHVR Test Team shall conduct Integration Testing. Testing validates the integration of *AWARE*, converted data, and Interfaces. It also tests key business processes, including State-completed Adaptation.

The Test Plan, developed as part of Deliverable 1.14 includes the agreed Acceptance criteria. During Integration Test, NHVR shall test *AWARE* against predefined Acceptance criteria to ensure that the System supports planned business processes.

At the conclusion of this testing, the System will be ready for Acceptance Testing (Pilot).

**Acceptance Criteria**

- *AWARE* Integration Tests are completed with no Critical or High priority errors.

**Alliance Services**

- Certify *AWARE* is ready for Integration Test.
- Provide System support during testing.
- Release and install *AWARE* update, if needed, to correct Critical and High errors discovered in UAT.

**NHVR Responsibilities**

- Develop business scenarios to test business practices.
- Conduct tests as defined in the Detailed Test Plan. Document results.
- Promptly report verified errors to Alliance Support.

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- Test corrections, when released.

#### **4.10 Acceptance Testing (“Pilot Test”)**

NHVR shall conduct Acceptance Testing – the last step prior to Go-Live. Testing shall be conducted as a Pilot Test, in one or more NHVR offices. Alliance installs the current version of *AWARE*, the converted data and the Interfaces in a copy of the production environment. One component of Pilot Test is Performance/Stress Testing. Alliance shall conduct this testing, as defined in the Detailed Test Plan.

NHVR shall use a pre-defined Acceptance Criteria to evaluate final test results. When NHVR is satisfied that *AWARE* works as defined in the Acceptance Criteria, the State formally accepts the System.

#### **Acceptance Criteria**

- Letter of Acceptance for Pilot Test.

#### **Alliance Services**

- Certify that *AWARE* is ready for Pilot Test.
- Conduct Performance and Stress Test.
- Provide System support during Pilot Test.
- Release and install *AWARE* update, if needed, to correct Critical and High errors discovered in Integration Test.

#### **NHVR Responsibilities**

- Certify that *AWARE* is adapted for Pilot.
- Conduct Introduction to *AWARE* training for Pilot Testers.
- Conduct Pilot test as defined in the Detailed Test Plan. Document results.
- Promptly report verified errors to Alliance Support.
- Test corrections, when released.
- Review Acceptance Criteria.
- Accept the System *AWARE* application.

#### **4.11 Implementation Cutover to New Software (“Go-Live”)**

After the successful completion of Pilot, the State shall review the Go-Live recommendation from the Project Team. With their approval, the State starts the move of *AWARE* into production. *AWARE* is moved to the production server, data is converted, and Interfaces are activated.

NHVR shall prepare for and conducts training for end users, as detailed in the Training Plan (Deliverable 3.1).

There is single Go-Live to production and users can begin using the System as they complete training. Typically, Pilot Test users are among the first staff members to begin using the System in Production.

#### **Acceptance Criteria**

- NHVR End Users are in Production.

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- All Deliverables are complete.

**Alliance Services**

- Facilitate discussions confirming Go-Live Readiness.
- Provide input to the final Go-Live Schedule.
- Develop an internal Emergency Readiness Plan, to ensure that Alliance has “all hands on deck” for the Go-Live.
- Provide technical and System support during the Go-Live.
- Release and install a final *AWARE* update, if required. (If an update is installed prior to Go-Live, proper regression testing and User Acceptance Testing (“UAT”) shall be performed, as described in Exhibit G: *Testing Services*.)
- Convert data and activate Interfaces for Production.

**NHVR Responsibilities**

- Make Go-Ahead Decision, using the recommendation of the Project Managers and NHVR Project Team. Based on this information, the Steering Committee and/or the Project Sponsor(s) give their approval to Go-Live.
- Review Go-Live and Training Schedule and verify that activities, sequence, responsibilities, and due dates are updated as needed.
- Verify that the final *AWARE* update is working correctly.
- Confirm the end-user training Schedule, the facilities, and users scheduled to attend training.
- Update the sample electronic cases, Business Practice materials, and any follow-up materials/aids.
- Coordinate training classes, including providing desktops and software needed, providing access to the *AWARE* training server, and setting up classrooms.
- Conduct Business Practice training.
- Conduct End User Training.
- Provide System administration and end-user support.
- Activate user logins.
- Provide support to end users, including in-office follow-up support and help desk support
- Initiate final plans for *AWARE* System administration and end-user support. Publish contact information to users.
- Implement the Go-Live, including final Adaptation, and notifying staff.

**Warranty Phase**

**5.1 90-Day Warranty (Non-Software Deliverable)**

Alliance includes a 90-calendar-day warranty, which commences when the State issues a Letter of Acceptance for UAT. During the warranty period, NHVR will report verified *AWARE* errors and submit them to Alliance Support for correction. Alliance will correct errors as defined in the Contract.

At the completion of Warranty, the State will issue a Letter of Final System Acceptance.

**Acceptance Criteria**

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- *AWARE* operates as specified.

**Alliance Services**

- Correct errors as defined in the Contract.
- Release and install corrections, if required.
- Submit a Corrections Plan, if required.

**NHVR Responsibilities**

- Document and report verified errors.
- Make Adaptation corrections, if required.
- Re-test corrections, if released.
- Approve a Corrections Plan, if submitted.
- Issue Letter of Final *AWARE* Application Acceptance.
- Release Hold Back.

## **Stage 2 BEP and Customizations**

In Stage 2, Alliance shall assist NHVR to implement *AWARE* for their BEP program. In addition, Stage 2 includes implementation of contract Requirements not already addressed. Stage 2 follows a streamlined implementation process, but ensures that appropriate planning analysis, design, test and implementation tasks are completed.

### **6.1 Stage 2 Planning**

Stage 2 shall include implementation of the *AWARE* BEP program. This adds new stakeholders, so NHVR assigns new members to their project team.

To kick-off Stage 2, the NHVR and Alliance project managers shall hold a kickoff meeting with current and new project stakeholders. In preparation for the Kickoff, the project managers review and update the Project Plans developed in Stage 1 (Communication, Change, and Risk Management), if needed. They also develop a Project Schedule for Stage 2; this document conforms to the format of the Stage 1 Project Schedule. A revised and more detailed Invoice Schedule is developed, based on the Stage 2 Project Schedule.

During the Kickoff, the project managers review the scope, timeline, roles and responsibilities for the project. They will also review and update the project Issue and Risk log.

#### **Acceptance Criteria**

- Kickoff Meeting is held.
- Project Plans are updated for Stage 2, if required.
- Stage 2 Project Schedule is developed.

#### **Alliance Services**

- Co-facilitate Kickoff Meeting (remote).
- Review and update Project Plans, if required.
- Draft and finalize Stage 2 Project Schedule



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**NHVR Responsibilities**

- Assign new project team members.
- Co-facilitate Kickoff Meeting.
- Review and approve updated Project Plans, if required.
- Review and approve Stage 2 Project Schedule.

**6.2 Stage 2 Adaptation and Design**

In this Deliverable, project team members shall complete *AWARE* BEP training in preparation for Data Mapping and Adaptation activities.

Once training is complete, Alliance shall support NHVR to adapt the *AWARE* BEP-related parameters and lookup tables.

A Gap Analysis, focused on BEP and non-Go-Live *AWARE* Requirements, is conducted. The analysis results in a refined requirements list—an updated RTM—that is used for Stage 2 Designs. If needed, Alliance shall facilitate JAD sessions to gather additional information for the Conceptual Designs. At the conclusion of this Deliverable, Conceptual Designs are approved and ready for Development and the Project Team is ready to begin Adaptation.

**Acceptance Criteria**

- *AWARE* BEP training for the Project Team is conducted.
- The revised RTM is approved, and contains the final Stage 2 list of requirements.
- Conceptual Designs are approved.

**Alliance Services**

- Conduct *AWARE* BEP Training.
- Support NHVR during *AWARE* BEP adaptation.
- Facilitate the Stage 2 Gap Analysis.
- Draft and submit the revised RTM.
- Draft Conceptual Designs.
- Finalize Conceptual Designs based on NHVR feedback.

**NHVR Responsibilities**

- Coordinate logistics for *AWARE* BEP Training.
- Assign staff who attend *AWARE* BEP Training.
- Adapt *AWARE* BEP to meet NHVR business processes.
- Participate in Stage 2 Gap Analysis; select and approve the final list of Stage 2 requirements.
- Review and approve Conceptual Designs.

**6.3 Stage 2 BEP Data Conversion Mapping and Plan**

Alliance has the primary responsibility for mapping, programming, technical testing, and installing the programs for conversion of NHVR BEP legacy data into *AWARE*. NHVR staff are responsible for validating the mapping, research and correcting data issues, cleansing existing data, building and revising extract programs, extracting the data, and testing/validating conversion results. Data conversion is an iterative process and the conversion success factor is contingent on NHVR's ability to deliver corrected extracts, validate and cleanse data on the schedule established in the BEP Data Conversion Plan.

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The BEP Data Conversion Plan includes the iterative development/build approach, the extract file format and delivery protocol, the Build Schedule, UAT, Pilot Test and Go-Live strategies, as well roles and responsibilities during the conversion process.

The Scope of BEP Data Conversion is:

- 7 years legacy data
- Legacy Data Source: BEP Database

During this deliverable, Alliance and NHVR shall work collaboratively to map legacy data elements and develop a BEP Data Conversion Plan.

**Acceptance Criteria**

- Database Table inventory is complete.
- Legacy data elements are mapped to *AWARE* data elements.
- Data conversion success thresholds are established for BEP data.

**Alliance Services**

- Create baseline Database Table Inventory for legacy and relevant *AWARE* tables.
- Create baseline Legacy to *AWARE* Data Element Mapping.
- Conduct a series of webinar data mapping work sessions with NHVR.
- Draft and Finalize the BEP Data Conversion Plan.

**NHVR Responsibilities**

- Participate in mapping work sessions.
- Collaborate on creation and baselining of the Database Table Inventory and the Legacy to *AWARE* Data Element Mapping.
- Review and Approve the BEP Data Conversion Plan.

**6.4 Stage 2 BEP Data Conversion**

Data Conversion iterations shall follow the schedule established in the BEP Data Conversion Plan. For each iteration, NHVR provides a data extract to Alliance, reviews Build Reports with Alliance, corrects the extract program, cleanses legacy data and/or makes adaptation changes to improve data conversion success.

Alliance updates mapping, makes adjustments, if needed, to the *AWARE* data conversion routines, converts the data and analyzes and reviews the Build Reports with NHVR. This process is repeated sufficient times to meet the success threshold.

NHVR then validates the converted data through field-level validation. At the conclusion of this deliverable, BEP converted data is ready for UAT.

**Acceptance Criteria**

- BEP legacy data imports meet success thresholds.

**Alliance Services**

- Convert BEP data using extracts provided by NHVR.
- Analyze and review Build Reports with NHVR.
- Install converted data in an *AWARE* test environment.
- Revise data mapping as needed to reflect adaptation decisions and resolve “parking lot issues.”

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**NHVR Responsibilities**

- Develop and provide legacy data extracts to Alliance as defined in the Data Conversion Plan.
- Review Build Reports with Alliance. Correct extract programs, cleanse legacy data and/or make adaptation changes to improve data conversion success.
- Re-send extracts to Alliance until the data conversion meets defined Acceptance Criteria.
- Respond in a timely fashion.

**6.5 Stage 2 Customization Development and Release**

In this Deliverable, Alliance and NHVR shall complete preparation for User Acceptance Test of customizations. Alliance develops, tests and releases contracted customizations using Conceptual Designs approved in Deliverable 6.1. Alliance also shall assess the network and desktop requirements for BEP users, and provides infrastructure recommendations to NHVR, if required.

NHVR shall review the Stage 1 Go-Live, End User Support, and Training Plans, and update these for Stage 2. NHVR also identifies and orients new Test Team members so they are prepared to participate in Stage 2 UAT.

**Acceptance Criteria**

- *AWARE* Update containing contracted customizations is installed in an NHVR UAT environment.

**Alliance Services**

- Develop, test and install contracted customizations in the NHVR UAT environment.
- Review Infrastructure Assessment report and provide additional recommendations to NHVR, if required, to ensure BEP program staff have appropriate hardware and network access to use *AWARE*.
- Certify that the *AWARE* update is ready for UAT.

**NHVR Responsibilities**

- Answer questions from Alliance during customization development.
- Collaborate with Alliance, if needed, to update the infrastructure recommendations to support additional BEP users.
- Review and update Stage 1 plans for Go-Live, End User Support and Training, to guide Stage 2 implementation.
- Develop Business Process Training material for BEP implementation.

**6.6 Stage 2 User Acceptance Test**

The NHVR test team shall conduct post-release testing of new adaptation, customizations, data conversion, and BEP features. Alliance shall assist the NHVR Test Team Lead to update the Stage 1 Test Plan and develop a new Detailed Test Plan for testing to be completed in Stage 2.

Alliance shall provide the current RTM, a set of sample test scripts or scenarios for new functionality, and a test and corrections schedule. The Test Team develops business scripts, conduct tests, document results, verify errors and report them to Alliance Support. Alliance shall release an update with error corrections if NHVR identifies Critical or High priority errors. NHVR shall retest/validate the corrections.

**Acceptance Criteria**

- NHVR Test Team has completed planned User Acceptance testing.
- Critical and High priority errors have been corrected, retested or otherwise resolved.

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- Legacy data import to *AWARE* BEP reaches success threshold.

**Alliance Services**

- Provide sample test scripts and a test and corrections schedule.
- Release an update for *AWARE* with corrections for Critical and High priority errors, if required.
- Install converted data in *AWARE* UAT environment.
- Review data conversion Build Reports with NHVR.

**NHVR Responsibilities**

- Conduct rigorous testing of new adaptation, customizations, and converted data.
- Develop business scripts to guide testing.
- Document and verify errors, then report them to Alliance Support.
- Retest correction update, if released.
- Develop and provide legacy data extracts to Alliance as defined in the Data Conversion Plan.
- Review Build Reports with Alliance.
- Re-send extracts to Alliance until the data conversion meets defined Acceptance Criteria.

**6.7 Stage 2 Go-Live**

After the successful completion of UAT, NHVR conducts a Pilot Test for BEP implementation. Pilot test is a dress rehearsal of the cutover from legacy systems to *AWARE* BEP. BEP staff continue to use the legacy system as their system of record during Pilot, so they can test the side-by-side operation of *AWARE* and the legacy system. This final test prepares NHVR for implementation of Stage 2 features. Following Pilot, the Project Team makes a Go-Live recommendation for Stage 2 to the NHVR Sponsor. With the Sponsor's approval, NHVR starts the move of *AWARE* BEP and Stage 2 customizations into production. NHVR prepares for and conducts training for end users, as detailed in the updated Training Plan.

There is a single Go-Live to production for Stage 2; BEP users begin using the system and *AWARE* and OB users can use the new customizations.

Following Go-Live there is a 30-day stabilization period, then the Alliance project manager facilitates a transition to Alliance support for ongoing subscription services.

**Acceptance Criteria**

- NHVR BEP End Users are in Production.
- All Deliverables are complete.

**Alliance Services**

- Facilitate discussions confirming Pilot Readiness.
- Provide input to the final Pilot and Go-Live schedule. Develop an internal Emergency Readiness Plan, to ensure that Alliance has "all hands on deck" for the Go-Live.
- Train BEP Trainers and System Administration staff.
- Convert BEP data for Pilot and Go-Live.
- Release and install a final *AWARE* update, if required.
- Provide technical and system support during Pilot and Go-Live.

**NHVR Responsibilities**

- Make Go-Ahead Decisions.
- Assign System Administration staff who attend *AWARE* BEP Help Desk training.

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- Coordinate logistics for train-the trainer and system administration training.
- Trainers complete Train-the-Trainer Training.
- Coordinate logistics for the end-user training schedule, the facilities, and users scheduled to attend training.
- Update the sample electronic cases, Business Practice materials, and any follow-up materials/aids.
- Coordinate training classes, including providing desktops and software needed, providing access to the *AWARE* training server, and setting up classrooms.
- Conduct BEP Business Practice and End User training.
- Provide Training if required for staff to use new customizations.
- Provide system administration and end-user support.
- Activate BEP user logins.
- Provide support to end users, including in-office follow-up support and help desk support.
- Implement the Go-Live, including final adaptation, and notifying staff.

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## Project Schedule

### Draft Project Schedule

The Project Schedule has been revised for the Final Cost Proposal. It is based on a 4/1/2014 start date and a pre-Project ramp up period. The Schedule includes Stage 1 Deliverables, sub-Deliverables, and tasks.

<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Project Duration (Assumes 4/1/2014 Start Date)	4/1/2014	11/31/2015
<b>1.0 Planning Phase</b>	<b>4/1/2014</b>	<b>9/5/2014</b>
<b>1.1 Work Plan</b>	<b>4/1/2014</b>	<b>5/16/2014</b>
Introductory Meeting	4/1/2014	4/15/2014
Establish Vision and Governance Structure	4/1/2014	4/15/2014
Schedule initial PM2PM meetings	4/1/2014	4/15/2014
Discuss Project Team Selection	4/1/2014	4/7/2014
<b>1.1a Kickoff Meeting</b>	<b>4/1/2014</b>	<b>4/30/2014</b>
Provide Team Formation Materials	4/1/2014	4/5/2014
Consult re: Project Team Selection	4/5/2014	4/7/2014
Identify Project Team members	4/1/2014	4/10/2014
Schedule Kickoff meeting	4/1/2014	4/10/2014
Prepare Agenda for Kickoff meeting	4/10/2014	4/14/2014
Conduct Kickoff Meeting	4/15/2014	4/17/2014
Facilitate Initial Risk Assessment	4/15/2014	4/24/2014
Submit Deliverable Completion Notice	4/24/2014	4/24/2014
Approve Deliverable Completion Notice	4/30/2014	4/30/2014
<b>1.1b Baseline Work Plan</b>	<b>4/17/2014</b>	<b>5/16/2014</b>
Review and update Work Plan	4/17/2014	4/24/2014
Update Proposal Project Schedule	4/25/2014	4/30/2014
Review and Approve Proposal Project Schedule	4/25/2014	4/28/2014
Submit Revised Work Plan Schedule	4/28/2014	4/28/2014
Establish SharePoint site for Work Plan access	4/30/2014	5/10/2014
Submit Deliverable Completion Notice	5/10/2014	5/10/2014
Approve Deliverable Completion Notice	5/10/2014	5/17/2014
<b>1.2 Project Status Reports</b>	<b>4/1/2014</b>	<b>5/16/2014</b>
Provide Sample Status Report	4/1/2014	4/3/2014
Finalize the Status Report Template	4/7/2014	4/10/2014
Submit First Status Report	4/30/2014	5/8/2014
Submit Deliverable Completion Notice	5/9/2014	5/10/2014
Approve Deliverable Completion Notice	5/12/2014	5/16/2014
<b>1.3 Business Improvement Plan</b>	<b>4/17/2014</b>	<b>7/18/2014</b>

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Identify Adaptation Team Lead	4/1/2014	4/10/2014
Identify Business Improvement/Change Agents	4/29/2014	5/2/2014
Provide Sample Business Improvement Plan	5/5/2014	5/6/2014
Conduct Business Improvement Planning work session	5/7/2014	6/7/2014
Draft and Finalize Business Improvement Plan	6/18/2014	7/7/2014
Present Business Improvement Plan to Leadership Team	7/10/2014	7/10/2014
Submit Deliverable Completion Notice	7/16/2014	7/17/2014
Approve Deliverable Completion Notice	7/17/2014	7/18/2014
<b>1.4 Communications and Change Control Plan</b>	<b>4/15/2014</b>	<b>5/21/2014</b>
Provide Project Management Plan Template	4/15/2014	4/15/2014
Document Communication and Change Control Process	4/15/2014	4/28/2014
Provide input on Communication and Change Control Process	4/29/2014	5/2/2014
Finalize Communications and Change Control Process	5/3/2014	5/14/2014
Submit Deliverable Completion Notice	5/14/2014	5/14/2014
Approve Deliverable Completion Notice	5/14/2014	5/21/2014
<b>1.5 Requirements Traceability Matrix</b>	<b>4/1/2014</b>	<b>7/31/2014</b>
<b>1.5a Setup Server for <i>AWARE</i> Validation</b>	<b>4/1/2014</b>	<b>5/12/2014</b>
Establish Hosted Environment for Training/Validation tasks	4/15/2014	4/30/2014
Provide Project Team information for site access	4/10/2014	4/15/2014
Setup Login IDs	4/15/2014	4/30/2014
Provide Login IDS	4/30/2014	4/30/2014
Validate Access (Login and notify the NHVR PM)	5/2/2014	5/2/2014
Submit Deliverable Completion Notice	5/5/2014	5/5/2014
Approve Deliverable Completion Notice	5/12/2014	5/12/2014
<b>1.5b Baseline RTM</b>	<b>4/17/2014</b>	<b>7/31/2014</b>
<b>Conduct Introduction to <i>AWARE</i> Training for Project Team</b>	<b>4/17/2014</b>	<b>5/8/2014</b>
Schedule Training	4/17/2014	4/17/2014
Conduct Training	5/6/2014	5/8/2014
<b>Complete Baseline RTM</b>	<b>4/17/2014</b>	<b>7/18/2014</b>
Provide RTM Template	5/2/2014	5/2/2014
Schedule Work sessions	5/2/2014	5/7/2014
Schedule NHVR SME's for Work Sessions	5/2/2014	5/7/2014
Conduct Work Sessions (2-3)	5/12/2014	7/10/2014
Update RTM with Validation Results	7/18/2014	7/18/2014
Submit Deliverable Completion Notice	7/21/2014	7/21/2014
Approve Deliverable Completion Notice	7/21/2014	7/28/2014
<b>1.6 Software Design Document</b>	<b>4/17/2014</b>	<b>5/14/2014</b>
Provide Software Design Document Template	4/17/2014	4/21/2014
Review Design Document Template	4/21/2014	4/21/2014
Identify staff requiring <i>AWAREInfo</i> Access	4/21/2014	5/2/2014

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Provide <i>AWAREInfo</i> Access	5/2/2014	5/6/2014
Complete <i>AWAREInfo</i> orientation (webinar)	5/6/2014	5/6/2014
Submit Deliverable Completion Notice	5/7/2014	5/7/2014
Approve Deliverable Completion Notice	5/8/2014	5/14/2014
<b>1.7 Interface Plan</b>	<b>4/28/2014</b>	<b>7/3/2014</b>
Submit Deliverable Completion Notice	6/27/2014	6/27/2014
Approve Deliverable Completion Notice	6/27/2014	7/3/2014
<b>Document Requirements for myNHDOE Interface</b>	<b>4/28/2014</b>	<b>5/20/2014</b>
Identify DoIT SMEs for myNHDOE Interface	4/28/2014	4/28/2014
Provide current file layouts and Specifications	4/28/2014	4/28/2014
Provide input and content for the Interface approach	5/1/2014	5/8/2014
Conduct Analysis work sessions	5/1/2014	5/14/2014
Document myNHDOE Interface requirements	5/14/2014	5/20/2014
<b>Document Requirements for SSR Interfaces</b>	<b>5/1/2014</b>	<b>6/4/2014</b>
Identify DoIT SMEs for SSR Interface	4/15/2014	4/30/2014
Provide current file layouts and Specifications	4/30/2014	5/1/2014
Provide input and content for the Interface approach	5/1/2014	5/4/2014
Conduct Analysis work sessions	5/1/2014	5/21/2014
Document SSR Requirements	5/21/2014	6/4/2014
<b>Document Requirements for NHFirst Interface</b>	<b>5/6/2014</b>	<b>6/21/2014</b>
Identify DoIT SMEs for myNHDOE Interface	5/6/2014	5/6/2014
Provide current file layouts and Specifications	5/7/2014	5/7/2014
Conduct Financial Processing Overview	5/16/2014	5/16/2014
Provide input and content for the Interface approach	5/17/2014	5/21/2014
Conduct Analysis work sessions	5/17/2014	5/21/2014
Document myNHDOE Interface requirements	5/23/2014	6/21/2014
<b>Complete Interface Plan</b>	<b>6/20/2014</b>	<b>6/28/2014</b>
Provide input and content for the Interface Plan	6/20/2014	6/28/2014
Draft and finalize Interface Plan and Schedule of tasks required.	6/20/2014	6/28/2014
Incorporate Key Dates from Interface Plan in Project Schedule	6/29/2014	6/28/2014
<b>1.8 Software Change Control Process Document</b>	<b>5/23/2014</b>	<b>6/19/2014</b>
Identify Staff for Change Control Process Walkthrough	5/23/2014	6/3/2014
Conduct Walkthrough of Change Control Process	6/10/2014	6/10/2014
Submit Deliverable Completion Notice	6/13/2014	6/13/2014
Approve Deliverable Completion Notice	6/13/2014	6/19/2014
<b>1.9 Conduct Infrastructure Assessment</b>	<b>4/1/2014</b>	<b>6/16/2014</b>
Submit Infrastructure Assessment and Recommendations document	6/10/2014	6/10/2014
Submit Deliverable Completion Notice	6/10/2014	6/10/2014
Approve Deliverable Completion Notice	6/11/2014	6/16/2014
<b>Infrastructure Assessment and Recommendations</b>	<b>4/1/2014</b>	<b>5/16/2014</b>



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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
<b>report</b>		
Provide Technical Questionnaires	4/3/2014	4/3/2014
Complete Technical Questionnaires	4/3/2014	4/8/2014
Identify SMEs for Technical Environments discussion	4/1/2014	4/3/2014
Schedule Infrastructure Assessment	4/3/2014	4/3/2014
Conduct <i>AWARE</i> Architecture Overview	4/21/2014	4/22/2014
Conduct Infrastructure Assessment	4/22/2014	4/22/2014
Draft Infrastructure Assessment and Recommendations report	4/23/2014	5/6/2014
Provide input to Infrastructure Assessment	5/7/2014	5/13/2014
Finalize Infrastructure Assessment and Recommendations report	5/13/2014	5/16/2014
Approve Infrastructure Assessment and Recommendations report	5/16/2014	5/16/2014
<b>Environments Plan</b>	<b>5/6/2014</b>	<b>5/30/2014</b>
Draft Environments Plan	5/6/2014	5/16/2014
Provide Input to the Environments Plan	5/16/2014	5/23/2014
Finalize Environments Plan	5/23/2014	5/30/2014
<b>1.10 Risk and Issue Management Plan</b>	<b>4/14/2014</b>	<b>5/14/2014</b>
Provide Plan templates	4/14/2014	4/14/2014
Provide input and content on Plan	4/14/2014	4/28/2014
Submit Risk and Issue Management Plan	4/29/2014	5/2/2014
Approve Risk and Issue Management Plan	5/3/2014	5/8/2014
Submit Deliverable Completion Notice	5/7/2014	5/8/2014
Approve Deliverable Completion Notice	5/17/2014	5/14/2014
<b>1.11 Go-Live Plan</b>	<b>4/15/2014</b>	<b>1/19/2015</b>
Provide Go-Live Plan templates	4/15/2014	4/15/2014
Provide input and content for Go-Live Plan	4/15/2014	4/28/2014
Collaborate to finalize the Plan	12/17/2014	12/22/2014
Submit Go-Live Plan	12/22/2014	12/22/2014
Approve Go-Live Plan	1/4/2015	1/9/2015
Submit Deliverable Completion Notice	1/8/2015	1/12/2015
Approve Deliverable Completion Notice	1/12/2015	1/19/2015
<b>1.12 System Administration and Support Plan</b>	<b>6/3/2014</b>	<b>8/28/2014</b>
Provide Plan templates and Support Matrix	6/3/2014	6/6/2014
Provide input and content for Plan	6/7/2014	8/9/2014
Identify End User Support staff	8/5/2014	8/9/2014
Finalize System Administration and Support Plan	8/9/2014	8/22/2014
Submit Deliverable Completion Notice	8/23/2014	8/22/2014
Approve Deliverable Completion Notice	8/24/2014	8/28/2014
<b>1.13 Test Management and Detailed Test Plan</b>	<b>6/3/2014</b>	<b>9/5/2014</b>
<b>1.13a Test Management Plan</b>	<b>6/3/2014</b>	<b>7/3/2014</b>
Provide Test Management Plan templates	6/3/2014	6/3/2014

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Identify Test Team Lead(s)	6/3/2014	6/7/2014
Review and document Alliance testing methodology	6/7/2014	6/19/2014
Review Test Team Roles	6/7/2014	6/19/2014
Provide Input and content for Test Management Plan	6/20/2014	6/24/2014
Propose a Schedule for d the Detailed Test Plan	6/20/2014	6/24/2014
Identify Test Team members	6/20/2014	6/24/2014
Submit Deliverable Completion Notice	6/27/2014	6/27/2014
Approve Deliverable Completion Notice	7/3/2014	7/3/2014
<b>1.13b Detailed Test Plan</b>	<b>8/9/2014</b>	<b>9/5/2014</b>
Draft and finalize Detailed Test Plan	8/9/2014	8/22/2014
Document the agreed Schedule and details for testing	8/9/2014	8/22/2014
Submit Testing Plan	8/23/2014	8/30/2014
Submit Deliverable Completion Notice	8/30/2014	8/30/2014
Approve Deliverable Completion Notice	9/1/2014	9/5/2014
<b>1.14 Conduct and Document Joint Application Development (“JAD”) Sessions</b>	<b>4/17/2014</b>	<b>8/12/2014</b>
<b>1.14a Adaptation - Mandatory Elements</b>	<b>4/17/2014</b>	<b>7/19/2014</b>
Provide Adaptation Tracking Templates	4/30/2014	4/30/2014
Propose a Schedule for Mandatory Adaptation tasks	4/17/2014	4/30/2014
Identify Adaptation Team members and SMEs	4/30/2014	4/30/2014
<b>Conduct Basic Adaptation Training</b>	<b>4/15/2014</b>	<b>5/9/2014</b>
Schedule Basic Adaptation Training	4/15/2014	4/24/2014
Complete Basic Adaptation Training	5/9/2014	5/9/2014
<b>Conduct AWARE Reports Training</b>	<b>4/30/2014</b>	<b>5/12/2014</b>
Schedule AWARE Reports Training	4/15/2014	4/24/2014
Conduct AWARE Reports Training	5/12/2014	5/12/2014
Conduct Adaptation Work Sessions	5/14/2014	6/20/2014
Complete Mandatory Adaptation	6/2/2014	6/20/2014
Submit Adaptation Matrix with Decisions	6/30/2014	6/30/2014
Submit Deliverable Completion Notice	6/30/2014	6/30/2014
Approve Deliverable Completion Notice	6/30/2014	7/7/2014
<b>1.14b Gap Analysis</b>	<b>5/7/2014</b>	<b>7/25/2014</b>
<b>Document Differences</b>	<b>5/7/2014</b>	<b>6/10/2014</b>
Provide RTM for Gap Analysis "Differences" List	5/7/2014	5/7/2014
Facilitate discussion of differences	5/12/2014	6/10/2014
Document differences	5/12/2014	6/10/2014
<b>Resolve Differences</b>	<b>6/17/2014</b>	<b>7/1/2014</b>
Identify resolution for gaps	6/17/2014	6/20/2014
Document resolution decisions	6/20/2014	6/20/2014
Identify New Business Processes	6/20/2014	6/20/2014
Identify New Requirements	6/20/2014	7/1/2014
Update RTM for Gap Analysis	6/27/2014	7/1/2014
Submit RTM for Gap Analysis and Resolution	7/1/2014	7/1/2014

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Submit Deliverable Completion Notice	7/18/2014	7/18/2014
Approve Deliverable Completion Notice	7/18/2014	7/25/2014
<b>1.14c Conduct JAD Sessions - <i>AWARE</i> Customizations and Interfaces</b>	<b>5/1/2014</b>	<b>8/12/2014</b>
Schedule JAD Sessions	5/11/2014	6/19/2014
<b>Conduct JAD Sessions - <i>AWARE</i> Customizations</b>	<b>7/1/2014</b>	<b>7/15/2014</b>
Facilitate JAD sessions for customizations	7/1/2014	7/15/2014
Draft Conceptual Designs for customizations	7/1/2014	7/15/2014
Review and approve Conceptual Designs for <i>AWARE</i>	7/15/2014	7/18/2014
<b>Conduct JAD Sessions - Interfaces</b>	<b>5/16/2014</b>	<b>8/5/2014</b>
Provide Interface Processes overview	5/11/2014	5/12/2014
Provide Legacy File Layouts	5/12/2014	5/16/2014
Facilitate JAD sessions for Interfaces	5/21/2014	7/30/2014
Draft Conceptual Designs for Interfaces	5/21/2014	7/30/2014
Review and approve Conceptual Designs for Interfaces	7/30/2014	8/5/2014
Submit Deliverable Completion Notice	8/5/2014	8/5/2014
Approve Deliverable Completion Notice	8/5/2014	8/12/2014
<b>1.15 Conduct Information Architecture Review</b>	<b>4/30/2014</b>	<b>5/21/2014</b>
Identify Staff who will participate in Data Mapping	4/30/2014	4/30/2014
Provide <i>AWAREInfo</i> orientation (combine with 1.6)	5/6/2014	5/6/2014
<b>Conduct Data Model Training</b>	<b>4/15/2014</b>	<b>5/10/2014</b>
Schedule Data Model Training	4/15/2014	4/30/2014
Complete Data Model Training (webinar)	5/10/2014	5/10/2014
Submit Deliverable Completion Notice	5/14/2014	5/14/2014
Approve Deliverable Completion Notice	5/14/2014	5/21/2014
<b>1.16 Data Conversion Plan</b>	<b>5/16/2014</b>	<b>7/10/2014</b>
Submit Deliverable Completion Notice	7/3/2014	7/3/2014
Approve Deliverable Completion Notice	7/3/2014	7/10/2014
<b>Approved Data Migration Plan</b>	<b>5/9/2014</b>	<b>6/28/2014</b>
<b>Baseline Data Mapping</b>	<b>5/9/2014</b>	<b>6/28/2014</b>
Provide Data mapping templates and tools	5/9/2014	5/12/2014
Conduct Data Migration team training	5/12/2014	5/12/2014
Conduct data mapping work sessions	5/12/2014	6/20/2014
Provide first extracts of legacy data to <i>AWARE</i>	6/14/2014	6/20/2014
Map Legacy Data	5/12/2014	6/28/2014
Review and Baseline Data Mapping	5/16/2014	6/28/2014
Identify data elements in legacy data that are not in <i>AWARE</i>	6/3/2014	6/28/2014
<b>Data Migration Plan</b>	<b>5/12/2014</b>	<b>6/27/2014</b>
Define approach to historical inconsistencies	5/12/2014	6/3/2014
Define Testing Approach	5/12/2014	6/3/2014

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Document Error Correction Strategy	5/12/2014	6/3/2014
Define Plan for Data Cleansing	5/12/2014	6/20/2014
Establish timeline and key milestones	5/12/2014	6/20/2014
Update Test Plan with Data Migration key dates	6/20/2014	6/20/2014
Review and finalize Data Migration Plan	6/20/2014	6/27/2014
Update Project Schedule with Data Migration key dates	6/20/2014	6/27/2014
<b>Prioritize List of New Requirements for DC</b>	<b>6/20/2014</b>	<b>7/3/2014</b>
Review legacy data elements not in <i>AWARE</i>	6/20/2014	6/30/2014
Document as new requirements in RTM	6/27/2014	6/30/2014
Resolve any scope issues	6/30/2014	7/3/2014
<b>2.0 Documentation Phase</b>	<b>12/1/2014</b>	<b>1/28/2015</b>
<b>2.1 Documentation of Operational Procedures</b>	<b>12/1/2014</b>	<b>12/29/2014</b>
Submit Operational Procedures Documentation	12/1/2014	12/15/2014
Submit Deliverable Completion Notice	12/22/2014	12/22/2014
Approve Deliverable Completion Notice	12/22/2014	12/29/2014
<b>2.2 Systems Administration Documentation</b>	<b>12/1/2014</b>	<b>12/30/2014</b>
Provide Access to Systems Administration Documentation	12/1/2014	12/15/2014
Submit Deliverable Completion Notice	12/22/2014	12/22/2014
Approve Deliverable Completion Notice	12/22/2014	12/30/2014
<b>2.3 User Documentation</b>	<b>1/19/2015</b>	<b>1/28/2015</b>
Provide Access to User Documentation	1/19/2015	1/19/2015
Submit Deliverable Completion Notice	1/20/2015	1/20/2015
Approve Deliverable Completion Notice	1/21/2015	1/28/2015
<b>3.0 Training Phase</b>	<b>5/21/2014</b>	<b>1/19/2015</b>
<b>3.1 Training Plan</b>	<b>5/21/2014</b>	<b>9/19/2014</b>
Provide tools, templates and guidance for Training Plan	5/21/2014	5/21/2014
Provide class descriptions for Alliance-led training	5/21/2014	5/28/2014
Draft and Finalize Training Plan	6/30/2014	6/30/2014
Provide guidance to NHVR for End-User Training Schedule	6/1/2014	8/29/2014
Review and provide feedback on NHVR Training Plan	9/1/2014	9/15/2014
Submit Deliverable Completion Notice	9/15/2014	9/15/2014
Approve Deliverable Completion Notice	9/15/2014	9/19/2014
<b>3.2 Knowledge Transfer Plan</b>	<b>4/31/2014</b>	<b>7/8/2014</b>
Develop and finalize Knowledge Transfer Plan	5/21/2014	6/30/2014
Submit Knowledge Transfer Plan	6/31/2014	6/30/2014
Submit Deliverable Completion Notice	6/31/2014	6/30/2014
Approve Deliverable Completion Notice	6/31/2014	7/8/2014
<b>3.3 Conduct Train-the-Trainer Training</b>	<b>11/1/2014</b>	<b>1/19/2015</b>
Provide access to <i>Introduction to AWARE</i> Training workbook	11/1/2014	11/1/2014
Conduct Train-the-Trainer Training	1/15/2015	1/15/2015
Submit Deliverable Completion Notice	1/15/2015	1/15/2015

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Approve Deliverable Completion Notice	1/15/2015	1/19/2015
<b>4.0 Deployment Phase</b>	<b>7/18/2014</b>	<b>5/29/2015</b>
<b>4.1 Adaptation – Non Mandatory</b>	<b>10/20/2014</b>	<b>12/16/2014</b>
List Adaptation needed to meet business needs (letter templates, layouts, security, etc)	10/20/2014	11/5/2014
Provide technical support to NHVR to Adapt <i>AWARE</i>	11/5/2014	11/5/2014
Document Adaptation in Adaptation template	11/5/2014	12/9/2014
<i>AWARE</i> Is Adapted for UAT	11/5/2014	12/9/2014
Submit Deliverable Completion Notice	12/8/2014	12/8/2014
Approve Deliverable Completion Notice	12/8/2014	12/16/2014
<b>4.2 Customization Development and Release</b>	<b>7/18/2014</b>	<b>1/9/2015</b>
<b>Develop and Release <i>AWARE</i> customizations</b>	<b>7/18/2014</b>	<b>1/9/2015</b>
Develop and Test Customizations for <i>AWARE</i>	7/18/2014	12/30/2014
Release customizations	12/30/2014	12/30/2014
Install release for UAT	1/5/2015	1/5/2015
Provide Test Plans for Customizations	12/30/2014	12/30/2015
Confirm customizations are released for UAT	1/5/2015	1/5/2015
Confirm Test Plans are available for UAT	1/5/2015	1/5/2015
Submit Deliverable Completion Notice	1/5/2015	1/5/2015
Approve Deliverable Completion Notice	1/5/2015	1/9/2015
<b>4.3 Adaptation Test</b>	<b>8/15/2014</b>	<b>11/29/2014</b>
<b>Conduct Test Team Training</b>	<b>8/15/2015</b>	<b>9/16/2014</b>
Schedule Test Team Training	8/15/2014	8/20/2014
Conduct Test Team Training	9/15/2014	9/16/2014
<b>Test per Test Plan and Test Schedule</b>	<b>10/1/2014</b>	<b>11/28/2014</b>
Test and Report Errors based on Test Management Plan	10/2/2014	11/24/2014
Track errors for reference	10/1/2014	11/24/2014
Revise Adaptation as needed	10/1/2014	11/24/2014
Retest <i>AWARE</i> after Adaptation	10/1/2014	11/24/2014
Certify <i>AWARE</i> is adapted and ready for Integration	11/25/2014	11/25/2014
Test		
Submit Deliverable Completion Notice	11/25/2014	11/25/2014
Approve Deliverable Completion Notice	11/25/2014	11/29/2014
<b>4.4 Functioning In-bound and Outbound Interfaces</b>	<b>8/5/2014</b>	<b>11/24/2014</b>
<b>4.4a Ticket to Work</b>	<b>8/5/2014</b>	<b>11/7/2014</b>
Establish Test Environment with External Partners	8/5/2014	8/29/2014
Develop and Release Ticket Interfaces	8/5/2014	10/24/2014
Install Interface for UAT	10/24/2014	10/24/2014
Certify Interfaces are ready for test	10/31/2014	10/31/2014
Submit Deliverable Completion Notice	10/31/2014	10/31/2014
Approve Deliverable Completion Notice	10/31/2014	11/7/2014
<b>4.4b MyNHDOE</b>	<b>8/5/2014</b>	<b>10/10/2014</b>
Establish Test Environment with MyNHDOE	8/5/2014	8/29/2014

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Develop and Release MyNHDOE Interface	8/5/2014	9/30/2014
Install myNHDOE Interface for Test	9/30/2014	9/30/2014
Certify Interfaces are ready for test	10/2/2014	10/2/2014
Submit Deliverable Completion Notice	10/2/2014	10/2/2014
Approve Deliverable Completion Notice	10/2/2014	10/10/2014
<b>4.4c NH First</b>	<b>8/5/2014</b>	<b>11/24/2014</b>
Establish Test Environment with NHFirst	8/5/2014	8/29/2014
Complete Technical Design documents for Interface	8/5/2014	9/15/2014
Develop and Release NHFirst Interfaces	8/5/2014	11/14/2014
Install NHFirst Interface for Test	11/14/2014	11/14/2014
Certify Interfaces are ready for test	11/18/2014	11/18/2014
Submit Deliverable Completion Notice	11/18/2014	11/18/2014
Approve Deliverable Completion Notice	11/18/2014	11/24/2014
<b>4.5 Fully Tested Data Conversion Software</b>	<b>8/28/2014</b>	<b>2/20/2015</b>
<b>4.5a Data Conversion - Organizational Data</b>	<b>6/28/2014</b>	<b>10/7/2014</b>
Upload data extracts of legacy data to Alliance site	6/28/2014	9/30/2014
Develop Data Migration programs	6/28/2014	9/30/2014
Prepare programs into periodic release	6/28/2014	9/30/2014
Release iterations of converted data for test	7/4/2014	9/30/2014
Incrementally Test Data as scheduled in Data Migration Plan	7/4/2014	9/30/2014
Cleanse Data as scheduled in Data Migration Plan	7/10/2014	9/30/2014
Achieve planned import success criteria	9/20/2014	9/30/2014
Submit Deliverable Completion Notice	9/30/2014	9/30/2014
Approve Deliverable Completion Notice	9/30/2014	10/7/2014
<b>4.5b Data Conversion - Case Flow Data</b>	<b>7/15/2014</b>	<b>11/7/2014</b>
Upload data extracts of legacy data to Alliance site	7/15/2014	10/31/2014
Develop Data Conversion programs	7/15/2014	10/31/2014
Prepare programs into periodic release	7/15/2014	10/31/2014
Release iterations of converted data for test	7/25/2014	10/31/2014
Incrementally Test Data as scheduled in Data Conversion Plan	7/25/2014	10/31/2014
Cleanse Data as scheduled in Data Conversion Plan	7/30/2014	10/31/2014
Achieve planned import success criteria	10/20/2014	10/31/2014
Submit Deliverable Completion Notice	10/31/2014	10/31/2014
Approve Deliverable Completion Notice	10/31/2014	11/7/2014
<b>4.5c Data Conversion - Financial Data</b>	<b>7/30/2014</b>	<b>11/21/2014</b>
Upload data extracts of legacy data to Alliance site	7/30/2014	11/14/2014
Develop Data Conversion programs	7/30/2014	11/14/2014
Prepare programs into periodic release	7/30/2014	11/14/2014
Release iterations of converted Data for test	8/15/2014	11/14/2014
Incrementally Test Data as scheduled in Data Conversion Plan	8/15/2014	11/14/2014

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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Cleanse Data as scheduled in Data Conversion Plan	8/20/2014	11/14/2014
Achieve planned import success criteria	11/3/2014	11/14/2014
Submit Deliverable Completion Notice	11/15/2014	11/14/2014
Approve Deliverable Completion Notice	11/15/2014	11/21/2014
<b>4.5d Data Conversion - End User Validation</b>	<b>11/3/2014</b>	<b>12/5/2014</b>
Validate records and report results incrementally	11/3/2014	11/28/2014
Refine Data Conversion	11/3/2014	11/28/2014
Cleanse Data as scheduled in Data Conversion Plan	11/3/2014	11/28/2014
Achieve planned import success criteria	11/21/2014	11/28/2014
Submit Deliverable Completion Notice	11/28/2014	11/28/2014
Approve Deliverable Completion Notice	11/28/2014	12/5/2014
<b>4.5e Fully Tested Data Conversion Software</b>	<b>12/1/2014</b>	<b>1/7/2015</b>
Validate records and report results incrementally	12/1/2014	12/30/2014
Refine Data Conversion	12/1/2014	12/30/2014
Cleanse Data as scheduled in Data Conversion Plan	12/1/2014	12/30/2014
Achieve planned import success criteria	12/1/2014	12/30/2014
Certify Data Conversion is ready for Integration Test	12/1/2014	12/30/2014
Submit Deliverable Completion Notice	12/30/2014	12/30/2014
Approve Deliverable Completion Notice	12/30/2014	1/7/2015
<b>4.5f Setup Production Environment</b>	<b>2/2/2015</b>	<b>4/17/2015</b>
Setup Production Server environments for Pilot	2/2/2015	4/17/2015
Install latest copy of adapted Master <i>AWARE</i> on production server	4/2/2015	4/2/2015
Install and verify final <i>AWARE</i> Release or Update	4/2/2015	4/6/2015
Activate Interfaces in test.	4/13/2015	4/13/2015
Submit Deliverable Completion Notice	4/13/2015	4/13/2015
Approve Deliverable Completion Notice	4/13/2015	4/17/2015
<b>4.6 Converted Data Loaded into Production Environment</b>	<b>3/29/2015</b>	<b>4/12/2015</b>
Complete final Data Conversion	3/29/2015	4/2/2015
Install converted data on production environment	4/5/2015	4/5/2015
Validate Data Conversion	4/6/2015	4/6/2015
Submit Deliverable Completion Notice	4/6/2015	4/6/2015
Approve Deliverable Completion Notice	4/6/2015	4/12/2015
<b>4.7 Tools for Backup and Recovery</b>	<b>2/15/2015</b>	<b>3/19/2015</b>
<b>Conduct Recovery Test</b>	<b>2/15/2015</b>	<b>3/19/2015</b>
Prepare for recovery process	2/15/2015	3/1/2015
Take System components off line	3/1/2015	3/1/2015
Restore System to online status	3/2/2015	3/2/2015
Document test results	3/2/2015	3/2/2015
Deliver Recovery Test results	3/2/2015	3/15/2015
Submit Deliverable Completion Notice	3/15/2015	3/15/2015
Approve Deliverable Completion Notice	3/15/2015	3/19/2015

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<b>4.8 Conduct User Acceptance Test</b>	<b>1/5/2015</b>	<b>3/6/2015</b>
Test and Report Errors by Cutoff date on Schedule	1/5/2015	2/16/2015
Track errors for reference	1/5/2015	2/16/2015
Retest Issues determined to be training or Adaptation issues	1/5/2015	2/16/2015
Retest <i>AWARE</i> after corrections are released	2/20/2015	3/2/2015
Submit Deliverable Completion Notice	3/2/2015	3/2/2015
Approve Deliverable Completion Notice	3/2/2015	3/6/2015
<b>4.9 Conduct Integration Test</b>	<b>3/2/2015</b>	<b>4/10/2015</b>
Certify <i>AWARE</i> is ready for Integration Test	3/2/2015	3/2/2015
Integration Test is scheduled	3/2/2015	3/2/2015
<i>AWARE</i> Update is installed, if needed.	3/6/2015	3/9/2015
Data is converted	3/6/2015	3/9/2015
Interfaces are activated in Test	3/9/2015	3/9/2015
Integration Test is completed	3/10/2015	3/13/2015
<i>AWARE</i> Is Certified for Acceptance Test/Pilot	4/2/2015	4/6/2015
Submit Deliverable Completion Notice	4/6/2015	4/6/2015
Approve Deliverable Completion Notice	4/6/2015	4/10/2015
<b>4.10 Pilot Test</b>	<b>3/27/2015</b>	<b>5/4/2015</b>
Pilot test is scheduled	4/2/2015	4/2/2015
Conduct Performance and Stress Test	3/27/2015	3/27/2015
NHVR Conducts Introduction to <i>AWARE</i> Training for Pilot Team	4/8/2015	4/10/2015
Complete Pilot Test	4/13/2015	4/24/2015
Submit Deliverable Completion Notice	4/24/2015	4/24/2015
Approve Deliverable Completion Notice	4/24/2015	4/30/2015
System Acceptance for Production	5/4/2015	5/4/2015
<b>4.11 Implementation Cutover to New Software</b>	<b>5/4/2015</b>	<b>5/29/2015</b>
Go-Live Decision	5/4/2015	5/8/2015
Final Data Conversion for Production	5/22/2015	5/24/2015
End User Training – Week 1	5/18/2015	5/22/2015
End User Training - Week 2	5/22/2015	5/29/2015
Complete Cutover Tasks per Go-Live Plan	5/22/2015	5/25/2015
Verify <i>AWARE</i> is working correction in production	5/25/2015	5/25/2015
Technical Support following Go-Live	5/25/2015	5/29/2015
<b>5.0 Warranty</b>	<b>6/1/2015</b>	<b>8/31/2015</b>
<b>5.1 90 day Warranty</b>	<b>6/1/2015</b>	<b>8/31/2015</b>
Stage 2: BEP and Stage 2 Customizations	11/1/2014	11/31/2015
<b>6.1 Stage 2 Planning</b>	<b>11/1/2014</b>	<b>1/31/2015</b>
<b>6.2 Stage 2 Adaptation and Design</b>	<b>12/1/2014</b>	<b>3/31/2015</b>
<b>6.3 Stage 2 BEP Data Conversion Mapping and Pan</b>	<b>1/1/2015</b>	<b>3/31/2015</b>
<b>6.4 Stage 2 BEP Data Conversion</b>	<b>1/1/2015</b>	<b>8/31/2015</b>
<b>6.5 Stage 2 Customization Development and Release</b>	<b>1/1/2015</b>	<b>8/31/2015</b>



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<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
6.6 Stage 2 User Acceptance Test	4/1/2015	11/31/2015
6.7 Stage 2 Go-Live	11/1/2015	11/31/2015

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SOFTWARE LICENSE AND RELATED TERMS**

**1. LICENSE GRANT**

The State of NH, Department of Education Bureau of Vocational Rehabilitation shall not purchase software licenses as a part of this Contract, but may exercise the option to convert to a licensed System as set forth in Exhibit K: Software License and Related Terms, Section 8: License Conversion Option.

**2. SOFTWARE AND DOCUMENTATION COPIES**

Alliance shall provide the State with the Software's associated Documentation in electronic format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

**3. RESTRICTIONS**

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

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

**4. TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the hosted Software provided by the Vendor (not customer Software), and its associated Documentation, shall remain with Alliance

**5. VIRUSES**

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

**6. AUDIT**

Not applicable.

**7. SOFTWARE NON-INFRINGEMENT**

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

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

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

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

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

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WARRANTY AND WARRANTY SERVICES**

**1. GENERAL WARRANTY SPECIFICATIONS**

**1.1 Services**

Alliance warrants that the System shall operate to conform to the Specifications, terms, and requirements of the Contract.

**1.2 Software**

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

For any breach of the above Support and Maintenance warranty, the State's remedy, and Alliance's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Alliance cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Alliance for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient Services, or (c) if Alliance cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Alliance for the Deficient Services.

**1.3 Non-Infringement**

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

**1.4 Viruses; Destructive Programming**

Alliance 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**

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

**1.6 Services**

Alliance warrants that all Services to be provided under the Contract shall be provided expeditiously, in a professional manner, in accordance with industry standards and that

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**WARRANTY AND WARRANTY SERVICES**

Services shall comply with performance standards, Specifications, and terms of the Contract.

**1.7 Personnel**

Alliance 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.

**1.8 Breach of Data**

Alliance shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

**2. WARRANTY SERVICES**

Alliance agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation. Warranty Services shall be provided as specified more fully in Exhibit G: Maintenance and Support Services.

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

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

**3. WARRANTY PERIOD**

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for the duration of the Contract.

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TRAINING SERVICES**

Alliance shall provide the following Training Services.

**Support of State Project Team**

Alliance shall provide training and mentoring to the State Project Team members so they are prepared for their Project roles. End-user involvement is a critical factor in Project success and Alliance shall ensure that the Project Team is prepared for its Project role from the first day of the Project through the final Go-Live.

Alliance Project Team members shall be selected because of their experience with *AWARE*, vocational rehabilitation, and Project Implementation and committed to supporting the success of NHVR.

**Project Team Preparation**

Alliance shall utilize a series of highly successful Alliance trainings and tools to support the Project Implementation. These streamline the Implementation, decrease the State Project Team's learning curve, and enable State Team members to contribute to Project success with confidence.

Project Team preparation includes three primary toolsets:

- Training
- Knowledge Transfer/Mentoring
- How-to-Guides and Templates

**Knowledge Transfer/Mentoring**

**Project Team Interactions**

Alliance Project Team members shall work collaboratively alongside State Team members in work sessions throughout the Project. These work sessions allow NHVR to gain the most from the Implementation process. For example, collaborative Adaptation work sessions with State business experts and Alliance SME's leverages the full capability of *AWARE* to meet the State's requirements out of the box. This, in turn, reduces Project cost and risk.

**Dependencies**

Knowledge Transfer activities require the State staff to be actively involved in work sessions during the Project. A partial list of activities is included in the following table. Additional information can be found in Topic 15 - User Training Approach of the Alliance Proposal dated May 22, 2012.

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**Templates and Guides**

Alliance has developed a sophisticated knowledge base that represents learning and best practices from its many successful Projects. These tools shall be made available to NHVR for use during the Project. There are two primary toolsets:

- Project Management Framework™: Templates and tools for managing and controlling the Project are organized by Project phase and major Deliverable. The Alliance Project Manager shall provide these templates to NHVR; these may be modified by NHVR to fit their communication, planning, and internal management processes.
- **AWAREInfo**: Alliance’s online customer portal includes more than 70 technical Documentation and Adaptation guides that are used in trainings and knowledge transfer work sessions. Documentation is accessible and frequently updated.

Examples of technical Documentation and Adaptation guides are listed below.

Title	Description	Project Use
Manage Letters	Administrative Guide – <b>AWARE</b> provides tools for NHVR to easily create unlimited numbers of letters and forms. These are created through Adaptation, not by developers. Describes how to use <b>AWARE</b> tools to create and organize letters in <b>AWARE</b> .	Provide information for Project Team so they can create Letters and Forms to meet State needs, both during Adaptation and after Implementation.
Plan Authorization Guide	Administrative User Guide - Describes the options for linking authorizations to a plan service. Includes directions for Adaptation of <b>AWARE</b> to include this link.	Provide information for making decision about this Adaptation option. Provides instructions for Adaptation.
E-mail to <b>AWARE</b>	Technical Guide – describes pre-requisites, architecture and how to install and configure this feature.	Provides information for setting up this feature.

Alliance shall provide relevant and focused training to maximize the Acceptance and support of the State staff. Alliance shall use best efforts to provide training to State staff that receives outstanding evaluations and trainees leave with a high degree of confidence that they can use what they have learned.

To help NHVR make a successful transition, Alliance shall use a well-defined training approach, developed over more than 28 years of leading technology training. Alliance and NHVR shall develop a Training Plan to ensure training is coordinated to maximize its benefit. Over the course of the Project, Alliance shall to deliver more than a dozen different trainings and knowledge transfer work sessions, as requested by the State. This comprehensive approach to training shall results in:

- Confident **AWARE** users;
- Project Team members who are prepared for Project tasks;
- System administrators who are ready to manage **AWARE**;
- IT staff who understand **AWARE** architecture and Interfaces; and
- Capacity to continue staff training after Implementation.

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**Training Approach**

Designed as a comprehensive and holistic education program, the *AWARE* Training Program uses proven methodologies, tools and techniques to successfully train users. It consists of a blended approach of webinar and instructor-led presentations, hands-on demonstrations, formal class sessions, structured knowledge transfer sessions, training materials, and evaluations.

Knowledge transfer activities shall be integrated into the *AWARE* Training Program and enable technical and System administration staff to take responsibility for the operation of *AWARE* after formal State Acceptance. The learning and knowledge transfer programs shall be incorporated into training activity for key agency staff, trainers, System administrators/help desk, and technical staff.

**Train-the-Trainer:** Alliance provides training to a group of individuals, who then train the rest of the NHVR staff. The Alliance Train-the-Trainer training provides real training experience, instructor plans, and training tips and tricks for the NHVR training team. More importantly, this approach builds a Team of NHVR staff with in-depth knowledge of *AWARE*. These staff trainers can provide formal training or in-office resources for new users. Benefits to this approach include reduced cost and the leadership of staff who thoroughly understand NHVR business processes.

**Training Plan**

This Training Plan (Plan) describes the training required for successful Implementation of *AWARE* for NHVR. The objective of this Plan is to provide a comprehensive view of all planned Project training. The Plan includes a Schedule, roles and responsibilities, and key planning tasks.

Training is planned for three NHVR audiences: the *AWARE* Project Team, the *AWARE* System administration and support staff, and the *AWARE* end users.

Training for the NHVR Project Team and System administration staff is conducted by Alliance trainers either on site at 21 South Fruit St Concord NH or through a Web Based Application. The Plan includes a high-level timeline (by Deliverable) for these trainings and identifies the audience for each training.

NHVR will conduct End User Training, which includes Business Practice training, hands-on Introduction to *AWARE* training and in-office follow-up training.

**Project Team Training**

The NHVR Project Team shall be responsible for making Adaptation decisions, re-engineering business processes, testing the application and preparing end users to use *AWARE*. NHVR Project Team members shall attend the following training sessions to prepare them for their roles on the project.



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**EXHIBIT M**  
**TRAINING SERVICES**

• Training	• Duration	• Deliverable	• NHVR Attendees
<i>AWARE</i> Architecture Overview	One Partial-Day Work Session	1.9	IT Staff, Project Team
<i>AWARE</i> Data Model	One Partial Day Work Session	1.15	DBA, Data Conversion Team
Introduction to <i>AWARE</i>	One, 2.5-Day Training	1.5b	Project Team
Using <i>AWARE</i> w/Assistive Technology	One Partial-Day Training	TBD	Project Team, Assistive Technology Users
Basic Adaptation	One-Day Training	1.14a	Project Team
<i>AWARE</i> Reports	One-Day Training	1.14a	Project Team
<i>AWARE</i> Financial Processes Overview	One-Day Training	1.7	Project Team, IT Staff

**Test Team, System Administration, and Train the Trainer Training**

Just prior to User Acceptance Testing, Alliance provides Test Team Training to prepare NHVR for testing *AWARE*.

Before Go-Live, Alliance provides Train the Trainer for NHVR trainers. This provides strategies and best-practices for training end users how to use *AWARE*.

After the Implementation is complete, the *AWARE* application is administered by NHVR staff. *AWARE* System Administrators will review new releases, implement Adaptation decisions, manage staff and budgets, view reports, and perform other application support activities. NHVR *AWARE* Test Team, End-User Trainers and System Administrators will attend the following trainings.

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Training	Duration	Work Plan Deliverable Number	NHVR Attendees
Test Team Training	One, 2-Day Training	4.3	Test Team
Staff Management	One-Day Training	TBD	System Administrators
Funds and Budgets	One-Day Training	TBD	System Administrators, Financial Specialists
Federal Reports	One-Day Training	TBD	System Administrators, Report Specialists
AWARE VIS User	One, 2-Day Training	TBD	VIS Users and Report Specialists
Train the Trainer	One-Day Training	3.3	End-User Trainers and Assistant Trainers

**Stage 2 Training**

During the Stage 2 Implementation, Alliance will provide training to prepare NHVR project team members, system administrators and report analysts to implement *AWARE* BEP. This includes a hands-on introduction to *AWARE* BEP training for the Project Team and the NHVR Trainers to prepare them for system adaptation and end user training. System administrators and report analysts will complete specialized training to prepare them to manage and develop reports for the system, as it is implemented.

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Training	Duration	Deliverable	NHVR Attendees
<i>AWARE</i> BEP Training	Two-Day Training	6.2	Project Team, BEP Trainers
<i>AWARE</i> BEP System Administration Training	Partial-day remote training	6.7	System Administrators, Report Specialists
<i>AWARE</i> BEP Data Model overview	Partial-day remote training	6.7	Report Specialists
<i>AWARE</i> BEP VIS User	One, 1-Day Training	6.7	VIS Report Specialists. Assumes these staff have already received <i>AWARE</i> VIS User Training.

**Additional Training**

Alliance training begins early in the Implementation Project and continues throughout the Project, providing just-in-time training that is relevant to the staff role. Initial training sessions prepare NHVR Project Team members for their roles in the Project. Training offered later in the Project focuses on System administrators. In these, Subject Matter Expert (SME)-led sessions, NHVR System administrators learn to manage *AWARE* application configuration, maintain staff, and produce federal reports.

Training is offered in two modalities: Classroom training and Knowledge Transfer. Classroom training is instructor-led and has a structured curriculum and agenda. Knowledge transfer is accomplished in a series of hands-on learning opportunities, often through webinar. Alliance uses a “student, co-pilot, pilot model.” Initially, NHVR staff observes the Alliance SME performing a task. They the work together on the task, and finally the NHVR staff complete the task with Alliance oversight and support. This results in effective transfer of knowledge from one SME to another.

**Needs Assessment**

The *AWARE* curriculum and training manual shall provide appropriate training for agency user types, including casual and power users, as well as specialty users who only perform a few selected tasks in *AWARE*. The Comprehensive Training Plan, developed during the Planning Phase, identifies each user type and matches them with appropriate training.

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To meet the needs of different user types, *AWARE* training and the training manual shall be designed as a series of focused lessons – each on a different topic. Instructors can use the lessons to conduct a three-day training, or they can conduct an abbreviated training that focuses on just the skills an individual needs. The standard class can even accommodate all three by allowing individuals to move at their own pace after the first lessons on navigation. The type of training (structured classroom or knowledge transfer) is selected to fit the material and the audience. The modality (onsite or webinar) is designed to ensure the best learning experience for NHVR staff.

**Curriculum Development**

Alliance offers a highly developed series of courses and training processes that provide skills and just-in-time knowledge. Curriculum design is structured as follows:

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<b>Characteristics</b>	<b>Classroom Training</b>	<b>Knowledge Transfer</b>	<b>Consultation</b>
General Description	Introduces a subject for the first time.	Builds on knowledge already obtained through training or work experience.	Answers specific needs determined by the customer; either pre-determined content or question/answer format.
Agenda	A standard agenda presented in a standard format.	An outline of topics to be discussed.	Free flow or a brief outline.
Materials	A standard workbook that is pertinent to the System release.	Existing reference materials or reference materials created for the session.	Drawn from existing materials or builds on specific questions.
Presentation Style	Classroom: hands-on.	Workshop: apply specific learning while completing a real time task; prepare attendees to accept full responsibility for maintenance.	Question/Answer.
Environment for Training	NHVR Training Environment or Alliance Training Environment	NHVR Environment	N/A
Class Size	Maximum 12 per instructor	Maximum 6	Maximum 6
Examples	Introduction to <i>AWARE</i> ; Funds & Budgets	Project Team Training; Advanced Adaptation; Interface Transfer	Special topics Q&A with a subject matter expert

**Conducting, Evaluating, and Refining Training**

*AWARE* trainings are founded on adult learning theory, and shall be delivered by certified senior Alliance trainers. Trainings use professionally developed training materials. The Alliance training unit continually refines training so it meets the needs of end users.

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**Instructor-Led or Computer-Based Training**

Alliance believes that the most effective training or knowledge transfer takes place in an instructor-led format. Trainer-led sessions allow attendees to ask questions, to be a part of the learning, and to take ownership of the experience. Discussion in the session is encouraged to enhance the learning process. Alliance uses computer-based training as augmentation of the standard instructor-led training.

**Training Activity Evaluations**

Trainers provide students with access to a web-based training evaluation form. Feedback is shared with the State.

**Training Coordinated with User Support**

During the Planning Phase, Alliance and NHVR collaborate to develop a Comprehensive Training Plan. This plan shall define opportunities for coordinating training with User Support. The synergy of collaborative planning helps produce outstanding training results (confident users) and maximum knowledge transfer.

The Plan documents the classes, Schedule, logistics, and attendees planned for the Project. Alliance provides class descriptions and logistics for inclusion in the Plan. These clarify the content and focus of training, and provide NHVR with the detailed information needed to have the right people and facilities for the training to be a success.

The Alliance Training Subject Matter Expert (“SME”) shall collaborate with NHVR to develop a training Schedule, and to identify appropriate staff to attend each training.

A section of the Training Plan focuses on End User Training. In this section, NHVR and Alliance shall describe the training approach and the plan to complete statewide training. If NHVR chooses a Train-the-Trainer approach, Alliance shall provide tools and templates for planning the training logistics – from a training calendar and readiness checklists to registration ideas.

During end user training, trainers will present a training segment on how users are supported within *AWARE*. In addition to the intuitive ways that *AWARE* mimics the workflow of counselors, trainers demonstrate how *AWAREHelp* provides context-driven help at the point of question. Users will rarely have to leave *AWARE* to get answers.

**Training Manuals**

Alliance training manuals include scenario-based, step-by-step practice lessons. In addition, context-sensitive *AWAREHelp* is available within the *AWARE* application. These shall be useable by end users as tools to research answers to questions once they return to their offices and begin using *AWARE*.

**Training Manual Updates**

If training materials require updates, Alliance shall make changes quickly. Alliance staff includes Documentation specialists and technical trainers.

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**Preparation for NHVR Ongoing Training**

By using the Train-the-Trainer approach, described previously in “Alternative Approaches for User Training” section of this topic, NHVR staff shall be trained and prepared to host ongoing training after *AWARE* Implementation.

**Training Manual Maintenance**

Alliance shall provide NHVR access to training materials. The Introduction to *AWARE* training materials shall be available online and provided in accessible formats. With each *AWARE* release, Alliance shall update the Introduction to *AWARE* training materials to reflect changes. The updated training materials shall be online with the appropriate *AWARE* release.

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AGENCY RFP With Addendums, by reference**

NH DEPARTMENT OF EDUCATION RFP 2012-010, with all included addenda, is included by reference as binding Deliverables to this Contract.



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Web Based Case Management System Software Project  
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EXHIBIT O  
ALLIANCE PROPOSAL, By Reference**

The Alliance Proposal to the Department of Education is incorporated herein by reference.

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**EXHIBIT P**  
**Certificates and Attachments**

Attached are:

- A. Alliance's Certificate of Vote/Authority
- B. Alliance's Certificate of Good Standing
- C. Alliance's Certificate of Insurance
- D. Vocational Rehabilitation Confidentiality of Client Information

# 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 Alliance Enterprises, Inc doing business in New Hampshire as Alliance Enterprises of Washington, a(n) Washington corporation, is authorized to transact business in New Hampshire and qualified on May 29, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3<sup>rd</sup> day of February, A.D. 2014

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

William M. Gardner  
Secretary of State

**Resolutions Adopted by Unanimous Written Consent  
Of the Shareholders and Directors of:  
Alliance Enterprises, Inc.  
A Washington Corporation**

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Pursuant to Sections 23B.07.040 and 23B.08.210 of the Washington Business Corporation Act, the undersigned, being all of the shareholders and directors entitled to vote at meetings of the shareholders and directors, respectively, of Alliance Enterprises, Inc. a Washington corporation, by this instrument, in *lieu* of a meeting of shareholders and directors of the corporation, hereby unanimously adopt the following resolution(s):

RESOLVED that the Company will enter into a contract with New Hampshire Department of Education. Chris M. Pieper has the authority to sign the contract on the Company's behalf.

Execution of this consent constitutes a waiver of any notice required under the Washington Business Corporation Act or the Articles of Incorporation or Bylaws of this corporation.

DATED this 31st day of January, 2014.

DIRECTOR:

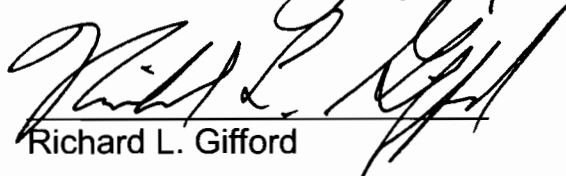


Lee A. Cousineau

SHAREHOLDER / DIRECTOR:



Lisa C. Gifford, Secretary



Richard L. Gifford

Certificate of Authority

I, Lisa C. Gifford, Clerk/Secretary of Alliance Enterprises Inc. do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on 1-31, 2014, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on 1-31-14.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Lisa C. Gifford Chair  
Lisa C. Gifford Secretary  
Lisa C. Gifford Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 31st day of January, 2014.

(Corporate Seal if any)

*Lisa C. Gifford*  
 \_\_\_\_\_  
 Clerk/Secretary

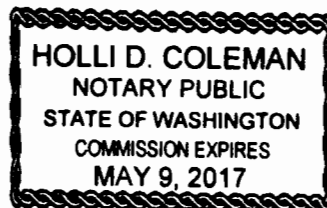
**(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)**

Washington  
 STATE OF NEW HAMPSHIRE  
 COUNTY OF Thurston

On January 31, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal

Holli D. Coleman  
 \_\_\_\_\_  
 Notary Public/Justice of the Peace





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 1/31/2014

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

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

<b>PRODUCER</b> Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
<b>INSURED</b> Alliance Enterprises, Inc. 2625 Willamette Drive NE  Lacey, WA 98516	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Underwriters at Lloyds, London (IL)</td> <td>15792</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Underwriters at Lloyds, London (IL)	15792	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES**
**CERTIFICATE NUMBER: 7234867**
**REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			52SBAPM5789	06/01/13	06/01/14	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/POP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			52SBAPM5789	06/01/13	06/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBAPM5789	06/01/13	06/01/14	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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				
B	<b>Professional Liability</b>			WEB0000608	06/01/13	06/01/14	\$3,000,000. Ea Claim/\$3,000,000. Agg: \$25,000 Ded.

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

Evidence of Insurance Coverage.

**CERTIFICATE HOLDER**
**CANCELLATION**

 State of New Hampshire  
 Department of Education  
 Bureau of Vocational Rehabilitation  
 21 S. Fruit Street, Suite 20  
 Concord, NH 03301

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

The ACORD name and logo are registered marks of ACORD

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**ACORD 25 (2014/01)**

## Certificate of Insurance (Con't)

### OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Hartford Casualty Insurance Co			52SBAPM5789	06/01/13	06/01/14	\$1,000,000 E.L. Disease \$1,000,000 E.L. Accident \$1,000,000 Disease Policy Limit

**CONFIDENTIALITY OF CLIENT INFORMATION**

It is the rule of the New Hampshire Department of Education, Division of Career Technology and Adult Learning, that information regarding Agency clients is confidential. Any contractor of the Agency who has access to client information is enjoined to keep such information from being made available to persons who do not have a legitimate need to know such information. For example, client records should not be released to any person or agency except under the following conditions: a) to a person or agency who is carrying out rehabilitation services for any Agency client under contract, authorization of agreement with our Agency; b) by specific request and signed release of the client; c) by direct order of a court of law or higher administrative authority.

Agency contractors are enjoined not to discuss client information with members of their family or the general public when such information could reasonable be identified with a specific client.

Failure to exercise reasonable and prudent action in compliance with the above rule may result in mandatory discharge of the contractor concerned.

Name of Contractor: Alliance Enterprises Inc. Date: 1-31-14

I have read the above-posted rule regarding confidentiality of client information. I understand its provisions and penalty.

Signed:   
\_\_\_\_\_  
Contractor

1-31-14  
\_\_\_\_\_  
Date

Shirley D. Coleman  
\_\_\_\_\_  
Witness

1-31-14  
\_\_\_\_\_  
Date