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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH
BUREAU OF MENTAL HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5040 TDD Access: 1-800-735-2964

September 29, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (the Department), Division of Behavioral Health (DBH), Bureau of Mental Health Services (BMHS), to enter into a **sole source** amendment with RCR Technology Corporation, Inc. of 251 N. Illinois Street, Suite 1150, Indianapolis, Indiana, (Vendor #223258), to continue to provide service and maintenance to the Department's Child and Adolescent Needs and Strengths Assessment (CANS) and Adult Needs and Strengths Assessment (ANSA) data management system, by increasing the price limitation by \$121,000 from \$320,536.50, to an amount not to exceed \$441,536.50, and extending the completion date from October 30, 2017 to October 31, 2019, effective upon Governor and Executive Council approval. Governor and Executive Council approved the original agreement on July 10, 2013 (Item #57). Funding is 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-92-920010-1849 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, TTI GRANT

State Fiscal Year	Class/ Account	Title	Activity Code	Budget Amount	Increase/ Decrease	Revised Modified Budget
2014	038-9038	Technology - Software	92201849	\$108,100.00	\$0.00	\$108,100.00
2015	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
2016	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
2017	038-9038	Technology - Software	92201849	\$4,977.00	\$0.00	\$4,977.00
2018	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
Sub-total				\$113,077.00	\$0.00	\$113,077.00

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

State Fiscal Year	Class/Account	Title	Activity Code	Budget Amount	Increase/Decrease	Revised Modified Budget
2014	102-0731	Contracts for Prog Svc	49053316	\$48,751.70	\$0.00	\$48,751.70
2015	102-0731	Contracts for Prog Svc	49053316	\$58,200.00	\$0.00	\$58,200.00
2016	102-0731	Contracts for Prog Svc	49053316	\$33,950.00	\$0.00	\$33,950.00
2017	102-0731	Contracts for Prog Svc	49053316	\$21,986.00	\$0.00	\$21,986.00
2018	102-0731	Contracts for Prog Svc	49053316	\$0.00	\$0.00	\$0.00
Sub-total				\$162,887.70	\$0.00	\$162,887.70

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLACK GRANT

State Fiscal Year	Class/Account	Title	Activity Code	Budget Amount	Increase/Decrease	Revised Modified Budget
2014	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2015	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2016	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2017	102-0731	Contracts for Prog Svc	92207143	\$6,987.00	\$0.00	\$6,987.00
2018	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
Sub-total				\$6,987.00	\$0.00	\$6,987.00

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLACK GRANT

State Fiscal Year	Class/Account	Title	Activity Code	Budget Amount	Increase/Decrease	Revised Modified Budget
2018	102-0731	Contracts for Prog Svc	92204120	\$37,584.80	\$52,667.00	\$90,251.80
2019	102-0731	Contracts for Prog Svc	92204120	\$0.00	\$51,000.00	\$51,000.00
2020	102-0731	Contracts for Prog Svc	92204120	\$0.00	\$17,333.00	\$17,333.00
Sub-total				\$37,584.80	\$121,000.00	\$158,584.80
Grand Total				\$320,536.50	\$121,000.00	\$441,536.50

EXPLANATION

This amendment request is **sole source** due to the lack of economically viable alternatives. The current software in use is considered intellectual property of a proprietary nature. While originally purchased as a commercial off-the-shelf system for State Mental Health data tracking and reporting, the RCR-built system has been modified and customized. The Department uses it as an instrument to determine and verify mental health client eligibility for psychiatric rehabilitation services and to give community mental health providers a centralized system to track and assess the functional needs, strengths, and progress of their clients. This Vendor is uniquely positioned to provide backup services and maintenance for this system.

In State Fiscal Year 2010, the Department of Health and Human Services, in collaboration with the Department of Safety, the Department of Information Technology, and the Department of Administrative Services, Bureau of Purchase and Property, procured a commercial, off-the-shelf software solution to (1) collect client demographic information and ratings gathered using the New Hampshire versions of the CANS and ANSA, (2) develop an interface to import/export client information from the web-based system into/out of Community Mental Health Centers' (CMHCs) electronic health records (EHRs), and (3) generate client level, regional and statewide outcome reports with capacity for graphical presentations of data. This software system, known as the New Hampshire Behavioral Health Assessment System, was designed to integrate the required capabilities for all divisions and agencies involved.

After four (4) years of implementing this data collection system, the project has now reached a critical phase of ensuring a seamless upload process and finalizing report configuration. A contract amendment will allow the Department to continue the process.

Benefits of implementing the solution include:

- Improving quality of care by establishing client-level outcome measures to determine the effectiveness of services provided;
- Improving access to care by establishing and maintaining a timely, responsive system where the appropriate levels of services are available at the time of need.
- Standardizing the assessment tools being used to determine eligibility for state services, quarterly progress on treatment goals and outcome monitoring. This standardization has a number of benefits including the ability to create a learning collaborative between community mental health centers through identification of exemplary agencies as mentor sites.
- Use of the CANS and ANSA are expected to provide community mental health center staff with a treatment framework that encourages person-centered and holistic treatment planning with an emphasis on ensuring that clients are continuing to make progress towards their personally meaningful and collaboratively developed service plan goals.
- Use of a web-based training application will reduce the costs associated with provision of in-person training that may include travel time, mileage reimbursement, and trainer preparation time. All of these costs are typically incurred by the CMHCs and the State of New Hampshire.
- Use of a web-based certification program that enables tracking of certification expirations will ensure that only clinicians who are currently certified can administer this assessment. Online tracking tools will provide CMHCs and the State of New Hampshire with the ability to oversee credentialing without building additional internal infrastructure.
- Use of the reporting features in this web-based system will enable the CMHCs and the State of New Hampshire to have access to data that helps to describe the population being served by community mental health centers with emphasis on the most intense needs of this group, frequency of needs and the areas where services are most effective and aspects of services to target for future improvements.

The System is currently in use by the Department of Health and Human Services, the ten (10) regional Community Mental Health Centers, and other providers contracted with the Bureau of Mental Health Services. Its use has been extended to the Division for Children, Youth, and Families (DCYF), and supports a program DCYF shares with the Department of Education. Further partnerships foreseen include the Bureau of Developmental Services and New Hampshire Hospital. Additionally, this proposal will combine the efforts of the BMHS and its partner DoIT in the future planning, procurement, implementation and on-going collaboration in the use of CANS and ANSA data.

The original contract was competitively bid. A Request for Proposals, RFP 2013-007, was originally published on the Department's website on August 22, 2012, and RCR Technology Corporation, Inc. was selected as the successful bidder. The contractor has met and continues to meet its contractual responsibilities.

Should the Governor and Executive Council determine not to authorize this request, it will cause a cessation of data collection efforts at this crucial juncture of data coordination and management and will jeopardize the success of the outcomes data collection project that has the improved management of DHHS mental health client treatment as its goal.

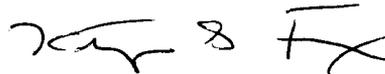
Constraints would rupture data sharing based on current levels of involvement of the community mental health centers. This project has statewide importance and its functions are embedded centrally in the operations and electronic health records of the community mental health centers, and their relationship with the Department.

Area served: Statewide.

Source of funds: 100% Federal Funds United States Department of Health and Human Services, Mental Health Block Grant, Catalog of Domestic Assistance #93.958, Federal Award Identification Number #SM010035-17.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director
Division for Behavioral Health Services

Approved by:



Jeffrey A. Meyers
Commissioner



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

Denis Goulet
Commissioner

September 7, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract amendment with RCR Technology Corporation, Inc. of Indianapolis, Indiana as described below and referenced as DoIT No. 2013-007A.

The purpose of this request is to enter into a **sole source** contract amendment with RCR Technology Corporation, Inc. to continue to provide software, services, maintenance and hosting for a CANS-ANSA Web Based Training and Data Collection System. This system provides an online website that offers training and training certification to clinicians who will be administering the NH version of the Child and Adolescent Needs and Strengths Assessment (CANS) and the Adult Needs and Strengths Assessment (ANSA). In addition, the system collects program data, analyzes and generates reports on the CANS and ANSA data for outcomes and performance evaluations.

The funding amount for this amendment is \$121,000.00, increasing the current contract from \$320,536.50 to \$441,536.50. The contract shall become effective upon Governor and Council approval through October 31, 2019.

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

Sincerely,

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

Denis Goulet

DG/kaf
DoIT #2013-007A

cc: Bruce Smith, IT Manager, DoIT



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State of NH CANS/ANSA Web Based Training and Data Collection System Contract**

This 1st Amendment to the Web Based Training and Data Collection System contract (hereinafter referred to as "Amendment #1") dated this 24th day of August, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and RCR Technology Corporation, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 251 Illinois Street, Suite 1150, Indianapolis, IN 46204.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013 (Item #57), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the Department may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

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

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

To amend as follows:

1. Delete Form P-37, Block 1.6 Account Number and replace with the following: 05-95-92-922010-4120.
2. Delete Form P-37, Block 1.7 Completion Date and replace with the following: October 31, 2019
3. Delete Form P-37, Block 1.8 Price Limitation and replace with the following: \$441,536.50.
4. Delete Form P-37, Block 1.9 Contracting Office for State Agency and replace with the following: Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Delete Form P-37, Block 1.10 State Agency Telephone Number and replace with the following: 603-271-9246.
6. Amend Exhibit B Price and Payment Schedule to:
 - Add Exhibit B-1 Amendment #1 Price and Payment Schedule

New Hampshire Department of Health and Human Services
State of NH CANS/ANSA Web Based Training and Data Collection System



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

9/28/17
Date

State of New Hampshire
Department of Health and Human Services

Katja S. Fox
Katja S. Fox, Director
Division for Behavioral Health Services
NH Department of Health and Human Services

8-24-2017
Date

RCR Technology Corporation, Inc.

[Signature]

Acknowledgement:

State of Indiana, County of Marion on 8-24-17, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Nicole Burt-Morris Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/27/24



New Hampshire Department of Health and Human Services
State of NH CANS/ANSA Web Based Training and Data Collection System



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

OFFICE OF THE ATTORNEY GENERAL

10/6/17
Date

[Signature]
Name: Lyndsey Carmer
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

1. DELIVERABLE PAYMENT SCHEDULE

This is a **Firm Fixed Price (FFP)** Contract Amendment #1 totaling \$121,000.00 for the period between the Effective Date through October 31, 2019. RCR shall be responsible for performing its obligations in accordance with the Contract Amendment. This Contract Amendment will allow RCR to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

ACTIVITY, DELIVERABLE OR MILESTONE	PAYMENT
IMPLEMENTATION:	
Implement T-COM reports	\$20,000.00
TOTAL	\$20,000.00

ASSUMPTIONS

ACTIVITY, DELIVERABLE OR MILESTONE	ASSUMPTIONS AND/OR CONSTRAINT
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES	
Kickoff Meeting- Review contract and Project Deliverables, review client responsibilities, review Project work plan and Implementation schedules.	Assumed to be RCR Account Manager, RCR Project Manager and Praed Foundation representative in person and other technical staff made available via telephone.
Design documentation	Assumed to be a review of existing BHAS design documentation.
SYSTEM SOFTWARE:	
Interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	Assumes initial phase to include no more than 3 interfaces.
IMPLEMENTATION:	
Set up and configure software for New Hampshire	Assumes finalized and State approved CANS and ANSA instruments and algorithms. Assumes State has communicated their preference for report composition, layout and distribution. Assumes State has provided RCR their desired client demographic profile.
Implement required reports	Assumes 3 reconfigured reports.
ACCEPTANCE TESTING:	
Support the State during User Acceptance Testing	Assumes State will have consumers and data ready for UA testing and reporting.

ACTIVITY, DELIVERABLE OR MILESTONE	ASSUMPTIONS AND/OR CONSTRAINT
Report testing (e.g. State defined reports, core reports, and ad hoc reporting)	Assumes State will have consumers and data ready for UA testing and reporting.

TABLE 2-DETAILED LICENSE DELIVERABLES AND PRICING.

SERVICES	Year 1	Year 2	TOTAL
Web Site Hosting Fee	\$30,000	\$32,000	\$62,000
Technical Support and Maintenance Fees	\$7,000 (Praed)	\$7,000 (Praed)	\$14,000 (Praed)
	\$12,000 (RCR)	\$13,000 (RCR)	\$25,000 (RCR)
System Implementation	\$20,000	\$0	\$20,000
GRAND TOTAL	\$69,000	\$52,000	\$121,000

TABLE 3-RCR RATES PRICING WORKSHEET (HOURLY RATES)

Position Title	Hours	Hourly Rate	Subtotal (Hours X Rate)
Project Manager	20	\$120.00	\$2,400.00
Praed Fdn SME	140	\$100.00	\$14,000.00
Business Analyst	20	\$100.00	\$2,000.00
Trainer	0	\$75.00	\$0.00
Tester	80	\$80.00	\$6,400.00
Technical Consultant	92	\$100.00	\$9,200.00
Hosting Services	413	\$150.00	\$62,000.00
TOTAL	765		\$121,000.00

TABLE 4-RCR FUTURE RATES PRICING WORKSHEET (HOURLY RATES)

Position Title	SFY 2020	SFY2021	SFY2022
Project Manager	\$120.00	\$120.00	\$120.00

Praed Fdn SME	\$100.00	\$100.00	\$100.00
Business Analyst	\$100.00	\$100.00	\$100.00
Trainer	\$75.00	\$75.00	\$75.00
Tester	\$80.00	\$80.00	\$80.00
Technical Consultant	\$100.00	\$100.00	\$100.00
Hosting Services	\$150.00	\$150.00	\$150.00

2. TOTAL CONTRACT AMENDMENT PRICE

Notwithstanding any provision in the Contract Amendment to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$121,000.00 ("Total Contract Amendment Price"). The payment by the State of the total Contract Amendment price shall be the only, and the complete reimbursement to RCR for all fees and expenses, of whatever nature, incurred by RCR in the performance hereof.

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

3. INVOICING

RCR 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. RCR shall only submit invoices for Services or Deliverables as permitted by the Contract Amendment. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:

Beth Anne Nichols
MHBG State Planner
Department of Health and Human Services
Bureau of Behavioral Health
105 Pleasant Street
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

RCR Technology Corporation
251 N. Illinois Street, Suite 1150
Indianapolis, IN 46204

5. OVERPAYMENTS TO RCR

RCR 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 Amendment, against RCR's invoices with appropriate information attached.

7. PROJECT HOLDBACK

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

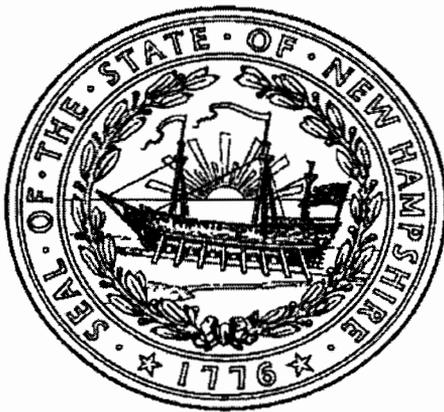
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RCR TECHNOLOGY CORPORATION is a Indiana Profit Corporation registered to transact business in New Hampshire on December 09, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 662882



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Sharon R. Reed, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of RCR Technology Corporation, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 25, 2017:
(Date)

RESOLVED: That the President and Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 24th day of August, 2017.
(Date Contract Signed)

4. Robert C. Reed is the duly elected President and Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)
of the Agency.

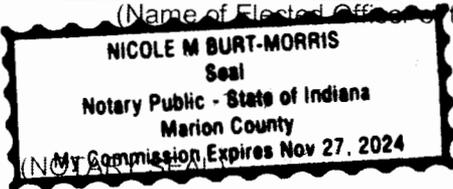
Sharon Robinson Reed
(Signature of the Elected Officer)

STATE OF Indiana

County of Marion

The forgoing instrument was acknowledged before me this 24th day of August, 2017,

By Sharon R. Reed
(Name of Elected Officer of the Agency)



Nicole M Burt-Morris
(Notary Public/Justice of the Peace)

Commission Expires: 11/27/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2017

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

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

PRODUCER City Securities Insurance, LLC 8900 Keystone Crossing Suite 300 Indianapolis IN 46240	CONTACT NAME: Shellie Bragg PHONE (A/C, No, Ext): (317) 844-0273 E-MAIL ADDRESS: sbragg@citysecurities.com FAX (A/C, No): (317) 972-7142													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Company Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER B: Rated by Multiple Companies</td> <td>00914</td> </tr> <tr> <td>INSURER C: Hartford Fire Ins Co</td> <td>19682</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: Sentinel Insurance Company Ltd	11000	INSURER B: Rated by Multiple Companies	00914	INSURER C: Hartford Fire Ins Co	19682	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Rcr Technology Corporation 251 N Illinois St Ste 1150 Indianapolis IN 46204														

COVERAGES **CERTIFICATE NUMBER:** CL172720511 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			36SBAUW5842	3/26/2017	3/26/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			36SBAUW5842	3/26/2017	3/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			36SBAUW5842	3/26/2017	3/26/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	36WECCD5667	3/26/2017	3/26/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			00TE0263574-14	3/26/2017	3/26/2018	Limit \$1,000,000 Retention \$15,000

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

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire Department of Health and Human Services 105 Pleasant Street 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 S Wells, CIC, AAI/SLB 
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57 *me*



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

June 3, 2013

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

100% Federal

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to enter into an agreement with RCR Technology Corporation, Inc., vendor number 223258, to provide a web-based training and data collection system in an amount not to exceed \$320,536.50 effective July 1, 2013, or date of Governor and Council approval, whichever is later, through October 30, 2017. Funds to support this request are anticipated to be available in the following accounts in state fiscal years 2014 - 2018 based upon the availability and continued appropriation of funds in future operating budgets. The Bureau of Behavioral Health requests authority to adjust amounts if needed and justified between state fiscal years.

05-95-92-920010-1849 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, TTI GRANT

<u>Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>Totals</u>
2014	038-9038	Technology - Software	92201849	\$ 108,100.00
2015	038-9038	Technology - Software	92201849	\$ 0.00
2016	038-9038	Technology - Software	92201849	\$ 0.00
2017	038-9038	Technology - Software	92201849	\$ 0.00
2018	038-9038	Technology - Software	92201849	\$ 0.00
			Total	\$ 108,100.00

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

<u>Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>Totals</u>
2014	102-0731	Contracts for program services	49052985	\$ 48,751.70
2015	102-0731	Contracts for program services	49052985	\$ 58,200.00
2016	102-0731	Contracts for program services	49052985	\$ 33,950.00
2017	102-0731	Contracts for program services	49052985	\$ 33,950.00
2018	102-0731	Contracts for program services	49052985	\$ 37,584.80
			Total	\$ 212,436.50

TOTAL \$320,536.50

Explanation

RCR Technology Corporation, Inc. will provide the Bureau of Behavioral Health with a commercial-off-the-shelf software system and associated services to provide an online website to: 1) provide training and training certification to mental health clinicians who will be administering the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS), and the Adult Needs and Strengths Assessment (ANSA) instruments; 2) collect client demographic information and ratings gathered using the CANS and ANSA; 3) determine eligibility for state services using an established algorithm; 4) develop a method to import/export client information from the web-based system into/out of Community Mental Health Centers' electronic medical records; and 5) generate client-level, regional and statewide outcome reports with the capacity for graphical presentations of data.

Improving the quality of services provided is a key priority for the Bureau of Behavioral Health. The Bureau of Behavioral Health has secured federal funding to implement statewide client level outcome measures for adults with a severe mental illness (SMI), and children/adolescents with a serious emotional disturbance (SED). These outcome measures will be mandated statewide for all individuals receiving or requesting services from the designated community mental health programs. Two public domain tools will be utilized to collect and report on this data: 1) the Child and Adolescent Needs and Strengths Assessment (CANS); and 2) the Adults Needs and Strengths Assessment (ANSA). These tools have been demonstrated highly effective in supporting prospective treatment planning, improved communication and collaboration with an individual's supports and services in the community, empowerment of individuals and families through a person centered approach, and a more effective management of service resources and supports over time.

The CANS and the ANSA are both available as a web-based application, which not only has the capacity to provide online training and certification to clinicians administering the tool, but also to track client progress over time by generating client-level, regional and statewide outcomes reports. These reports will be reviewed with stakeholder groups, including the NH State Planning Council, the NH Consumer Council, and the community mental health providers to promote the continued improvement of services, identify regions which will be identified as centers of excellence, and also identify areas where additional resources may be needed to improve the effectiveness of services. Additionally, the CANS and ANSA web-based application will have the capacity to determine eligibility for state services using an algorithm related to the CANS and ANSA that has been developed by the state.

The Bureau of Behavioral Health has been mandated to implement these client level measures through a 2010 Legislative Budget Assistant (LBA) audit. The Bureau needs to report progress on implementing these tools back to the Legislative Performance Oversight Committee.

A notice seeking proposals to procure a software system and associated services to provide web-based training and certification in the CANS/ANSA, data collection, and outcome monitoring was published on the Department of Health and Human Services website from August 24, 2012 to October 5, 2012. Notification of this RFP posting was emailed to over 750 information technology vendors by the New Hampshire Department of Information Technology. A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included Department of Health and Human Services staff from the Bureau of Behavioral Health and an information technology director from one of the community mental health centers. This process involved an assessment of the four proposals submitted including an evaluation of each company's qualifications; the qualifications of staff; the vendor's technical, service, and project management capabilities; and the vendor's proposed software solution and solution cost. RCR Technology Corporation's proposal attained a total score of 90.0 points, which was the highest overall score and was therefore chosen as the winning bidder.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 3, 2013
Page 3

If the Governor and Council determine not to approve this request, the Bureau of Behavioral Health will not have the tools needed to implement statewide client level outcome measures for adults with a severe mental illness (SMI), and children/adolescents with a serious emotional disturbance (SED). This ability drives treatment planning at the client level, the design of new and more effective programs at the provider level, and the allocation of resources at the state level.

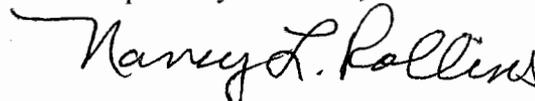
This contract contains a provision to renew the contract for one additional five-year period, pending the availability of funding, the agreement of the parties, and approval by Governor and Council.

Area served: Statewide.

Source of funds: 100% Federal Funds.

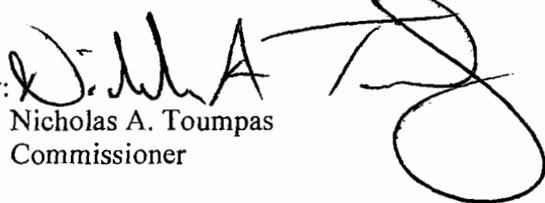
In the event the federal funds become no long available, general funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

NLR/PBR/sl

RFP 2013-007 State of NH CANS / ANSA

Web Based Training and Data Collection System

Summary of Rater Scoring

Proposed Software Solution 30 Pts Max						
	WK	JD	JH	MH	PU	Avg.
RCR Technology Corp	29	30	27	29	29	28.8
Social Solutions Global Inc.	5	18	18	23	6	14.0
Interaction Information Technology	25	15	22	21	24	21.4
Reporting MD	5	6	7	21	6	9.0

Vendor's Technical, Service and Project Management Experience 15 Points Max						
	WK	JD	JH	MH	PU	Avg.
RCR Technology Corp	14	12	13	13	14	13.2
Social Solutions Global Inc.	8	7	8	8	14	9.0
Interaction Information Technology	11	9	10	13	11	10.8
Reporting MD	5	4	4	4	12	5.8

Vendor Company and Staffing Qualifications 15 Points Max						
	WK	JD	JH	MH	PU	Avg.
RCR Technology Corp	15	15	15	15	15	15.0
Social Solutions Global Inc.	9	11	12	9	13	10.8
Interaction Information Technology	11	12	9	14	12	11.6
Reporting MD	3	6	8	6	12	7.0

Solution Cost - 40 Points Max						
RCR Technology Corp						33.03
Social Solutions Global Inc.						30.65
Interaction Information Technology						40.00
Reporting MD						18.36

TOTAL POINTS						
RCR Technology Corp						90.0
Social Solutions Global Inc.						64.5
Interaction Information Technology						83.8
Reporting MD						40.2

**RFP 2013-007 State of NH CANS / ANSA
Web Based Training and Data Collection System**

Evaluation Team Raters

<u>Rater #</u>	<u>Initials</u>	<u>Name</u>
1	WK	Whitney Kling, Plannir Planning Analyst/Program Coordinator Bureau of Behavioral Health Health and Human Se Health and Human Services, Div of Community Based Care Services
2	JD	John Dawson, Business and Industry Coordinator Children's Services Health and Human Services, Div of Community Based Care Services
3	JH	Janet Home, Business Systems Analyst I Bureau of Behavioral Health Health and Human Services, Div of Community Based Care Services
4	MH	Michelle Harlan, Program Planning and Review Specialist Bureau of Behavioral Health Health and Human Services, Div of Community Based Care Services
5	PU	Patrick Ulman, Chief Information Officer CLM Center for Life Management Community Mental Health Center



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

Peter C. Hastings
Acting Commissioner

June 3, 2013

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with RCR Technology Corporation, Inc. of Indianapolis, Indiana as described below and referenced as DoIT No. 2013-007.

The Department of Health and Human Services, Bureau of Behavioral Health requires software, services, and hosting for a CANS-ANSA Web Based Training and Data Collection System to provide an online website offering training and training certification to clinicians who will be administering the NH version of the Child and Adolescent Needs and Strengths Assessment (CANS) and the Adult Needs and Strengths Assessment (ANSA) instruments, to collect program data, and monitor outcomes. This resulting contract shall not exceed \$352,000 and shall become effective upon Governor and Executive Council approval, through October 30, 2017.

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

Sincerely,


Peter C. Hastings

PCH/ltn
RFP 2013-007

cc: Michele Harlan, DHHS
Leslie Mason, DoIT

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Community Based Care Services
Bureau of Behavioral Health (BBH)
State of NH CANS/ANSA Web Based Training and Data Collection System
CONTRACT 2013-007
AGREEMENT- PART 1

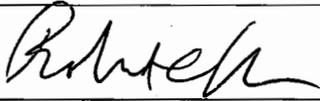
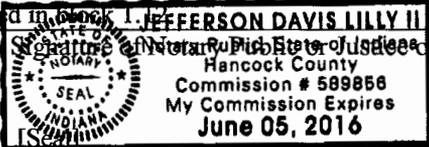
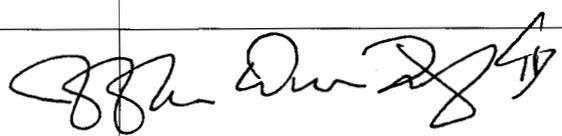
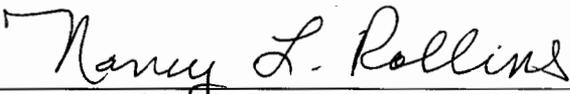
Subject: State of NH CANS/ANSA Web Based Training and Data Collection System

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name RCR Technology Corporation, Inc.		1.4 Contractor Address 251 Illinois Street, Suite 1150 Indianapolis, IN 46204	
1.5 Contractor Phone Number 317-624-9500	1.6 Account Number 05-95-92-920010-1849-038	1.7 Completion Date On or about October 30, 2017	1.8 Price Limitation \$320,536.50
1.9 Contracting Officer for State Agency Nancy Rollins		1.10 State Agency Telephone Number 603-271-9470	
1.11 Contractor Signature  Robert C. Reed		1.12 Name and Title of Contractor Signatory Robert C. Reed President and Chief Executive Officer	
1.13 Acknowledgement: State of <u>Indiana</u> , County of <u>Hancock</u> On <u>3/29/13</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 1.13.1			
1.13.1 Signature of Notary Public, State of <u>Indiana</u> , of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jefferson Davis Lilly II, Notary Public, State of Indiana</u>			
1.14 State Agency Signature  Nancy L. Rollins		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm. Div. Community Based Care Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>James E. Herick</u> <u>James E. Herick, Attorney</u> On: <u>25 July 2013</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.

**New Hampshire Department of Information Technology
Contract Cover Sheet**

Name of Agency/Division: Department of Health and Human Services-Bureau of Behavioral Health	
Contract Number/Name: 2013-007 State of NH CANS/ANSA Web Based Training and Data Collection System	
Contract Purpose: Contract to develop web based training and data collection for client outcomes	
Name of RCR: RCR Technology	Who Negotiated the Contract: Department of Health and Human Services
Amount of Contract: \$320,536.50	Funding Source: TII Grant, BIP Funds
Term of Contract: On or about October 30, 2017	Is this an amendment? No
Competitive Bid Process: (Explain if "No") Yes	
Background Information: RSA 135-C: 5(c) & (e): I. The commissioner may adopt rules, pursuant to RSA 541-A, relative to the requirements for services within the state mental health services system, which shall include those services operated or administered by the department or supported by funds granted by or provided under contract with the department. Such rules may include, but are not limited to, criteria for: (c) Quality standards for services and treatment provided and quality assurance procedures. (e) Data collection and reporting on services provided.	
Special Concerns: Statute effective July 1, 2011	
Amendment History (if applicable): None	
Submitted By: Michele Harlan	Current Date: April 12, 2013
Phone: 271-8376	Email: Michele.A.Harlan@dhhs.state.nh.us

RFP/CONTRACT REQUIREMENTS CHECKLIST

DoIT IT Leaders: This checklist includes a list of key concerns and frequent comments made by DoIT Technical Reviewers. Before posting RFPs and contract for technical review on the "S" Drive, complete this checklist and post it along with your documents for DoIT Technical Review.

Project Mgt	Y/N	
		Does the RFP's provide enough information to the RCR so will be able to identify staffing effort to quote the project as accurately as possible?
		Have you specified both State and RCR roles during the project?
		Have you considered using an Open Source solution and open data formats?
		Have you included a payment holdback?
		Have you included a requirement for "knowledge transfer" training, not just training for end-users? We want to raise the skill level of our IT staff by providing them with more technical training on both COTS and custom applications.
		What are the intellectual property requirements? Will the RCR own the SW code and license it to the State? Which party will own the title to custom modifications of the code? Are there any requirements imparted by funding authorities such as the federal government? Will the State own the data collected by the application? Will the RCR have any rights to the data?
		Does this contract have contingency funds for future deliverables under the contract? If so, does your agency know that any project change orders will require DoIT Technical Review?
		Have you included provisions for the format of State data to be transferred at the end of the contract?
		Have you had the "RCR recommended" configuration reviewed by the appropriate DoIT technical team?
		Is there a financial component (accounts receivable, billing, inventory) that could be performed by the NH FIRST Lawson system? Should be an interface?
		Is the software considered "Open Source Software?" Were Open Source Solutions fairly considered along with Proprietary Solutions?
System Development /Licensing	Y/N	
		Have you specified the licensing requirements for all software to be acquired?
		Is the Solution based upon Open Standards, including but not limited to Open Data Formats?

Imple- mentation	Y/N	
		Have you specified the server and network topology? Where will devices reside?
		What versions of Operating System (OS), Internet Explorer (IE) or other software is required?
		Will existing hardware need to be upgraded to support the solution? What is the implementation plan for the server environment? Have you specified who will set up the DEV, TEST, and PRODUCTION environments?
		Have you included the minimum specifications for the devices that will need to run the application?
		Does this application require client software to be installed on the desktop or does it have any other impact to desktop devices? If so, is it clearly described in the requirements?
		Have you specified up time metrics for hosted applications? These should be (at a minimum) 99.9% (43 minutes outage a month outside the maintenance window).
		Have the required database administrator services been specified for the implementation phase of the project? Often DBA services (script writing, log monitoring, troubleshooting) aren't considered as a part of the application requirements. If the agency is seeking a database solution, we need to know where these services are coming from. This is important during development but often it is forgotten after the application goes into production where monitoring and ongoing support may be overlooked.
		Clearly indicate that testing of all <u>standard applications</u> must take place during UAT.
		Has Performance Testing and Tuning been clearly noted as a RCR responsibility in the contract. All too often it is unmentioned (which with any significant effort item is dangerous) or mentioned in the state staff responsibility but left out of the RCR responsibility.
		Is there a deliverable to share ALL testing results with the State Project Team?
		Have you specified redundant internet connections; firewalls, data center requirements; data ownership; system response time expectations (at the source – not over the network); and accessibility for the RCR hosted environment?
		When outsourcing hosting have you specified that the hosting site must have: redundant internet connections; firewalls, A/C, raised floor, fire suppression, UPS, Generator; system response time expectations (at the source – not over the network) of typically 3 seconds or less (with the exception of reporting); and SoNH Staff accessibility for the RCR hosted environment for data access and maintenance?

		If data is breached is it clear that the RCR is liable for all costs associated with the breach?
		data ownership – have you specified that the State of NH is the owner of the data
		Have you defined a strategy for determining hardware infrastructure and disaster recovery?
		Are there interfaces or data exchanged with other entities, internal and external applications, to/from State of NH application? Have you included provisions for interface development and data security?
		Does existing hardware support the system? Will new hardware be required, including desktop systems?
		Have you included an adequate description of any hardware or software that the new solution will be interfacing with?
		Is data backup or archiving required? What is the time period would be required to hold tapes? Do you have any special tape requirements?
		If this is a database application, have you determined how those files, which are usually open, will be backed up?
		If this is a database have you spoken to the DBA's about transaction logging?
Security	Y/N	
		Do your requirements include a provision for independent penetration testing of the system?
		Have you specified user access requirements – authorization and authentication?
		Have you included a requirement and deliverable for independent security verification and validation?
		If internal (SoNH employees) and external users will be logging into the system what mechanism will be used for authentication of both?
		Have you specified disaster recovery/fail-over requirements?
		Have you specified the use of complex passwords and other security related "best practices" as described in DoIT Standard NHS - 08.27.2009 - v.6.
Support and Maintenance	Y/N	
		What type of maintenance is required? will normal next day during business hours suffice or is 7x24x365 coverage required??
		If the software requires updates, can they be done via an automated mechanism...ie. BigFix/TEM?

		Will the DoIT Help Desk intake support calls for the system? If so, have you contacted the DoIT Help Desk Manager (Todd Ringelberg) for further information?
		Have you specified the desired maintenance windows for the server environment? What are the hours you expect the system to be used? DoIT typically reserves Sunday mornings as a maintenance window.
		Have the required database administrator services been specified for the system maintenance phase of the project?

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 2013-007 CONTRACT AGREEMENT

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the RCR and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
ANSA	Adult Needs and Strengths Assessment
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a RCR's final offer following the conclusion of discussions.
BGP	Border Gateway Protocol
BHAS	Behavioral Health Assessment System
Breach or Breach of Security	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
CANS	Children's Assessment Needs System
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The RCR's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the RCR has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 2013-007 CONTRACT AGREEMENT

	disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a RCR, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the RCR who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
RCR/RCR	The RCR whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a RCR must cure the default identified.
Custom Code	Code developed by the RCR specifically for this project for the State of New Hampshire
Custom Software	Software developed by the RCR specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the RCR during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were</p>

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 2013-007 CONTRACT AGREEMENT

	deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the RCR to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
EMC NAS	EMC Network Attached Storage
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Event of Default	Any one or more of the following acts or omissions of a RCR shall constitute an event of default hereunder (“Event of Default”) <ul style="list-style-type: none"> a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the RCR’s cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
HIPAA	Health Information Portability and Accountability Act
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 2013-007 CONTRACT AGREEMENT

	of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the RCR as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the RCR to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 2013-007 CONTRACT AGREEMENT

PING	Packet Internet Groper
PGB	Project Governance Board
POTS	Plain old telephone service
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and RCR's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the RCR to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the RCR's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the RCR on the Project
Proposal	The submission from a RCR in response to the Request for a Proposal or Statement of Work
RAID	Redundant array of inexpensive disks
RCR	RCR Technology Corporation
RDMS	Relational Data Base Management System
RFT	Rational Functional Tester
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The RCR allows the use of the software as a part of their service.
SAS SAN	Software as a Service Storage Area Network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the RCR and the State specifying the level of Service that is expected of, and provided by, the RCR during the term of the Contract.
Services	The work or labor to be performed by the RCR on the Project as described in the Contract.
SNMP	Simple Network Management Protocol
Software	All custom Software and COTS Software provided by the RCR

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 2013-007 CONTRACT AGREEMENT

	under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the RCR in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services Division of Community Based Care Bureau of Behavioral Health 105 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the RCR. The Contract Agreement SOW defines the results that the RCR remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the RCR, which is performing Services under this Contract under a separate Contract with or on behalf of the RCR
System	All Software, specified hardware, and interfaces and extensions,

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 2013-007 CONTRACT AGREEMENT

	integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a RCR, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the RCR is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
RCR/ RCR	The RCR whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
VIPRE	Name of anti-virus software
VLAN	Virtual Local Area Network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which the RCR is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the RCR during the Warranty Period.
Work Hours	RCR personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 2013-007 CONTRACT AGREEMENT

	with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the RCR either in paper or electronic format.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through Department of Health and Human Services-Bureau of Behavioral Health ("State"), and RCR Technology Corporation, ("RCR"), having its principal place of business at 251 N. Illinois Street, Suite 1150, Indianapolis, IN 46204.

Procure a Commercial-Off-the-Shelf ("COTS"), configured, software system and associated services to provide an online website to 1) provide training and training certification to clinicians who will be administering the NH version of the Child and Adolescent Needs and Strengths Assessment ("CANS") and the Adult Needs and Strengths Assessment ("ANSA") instruments, to 2) collect client demographic information, and ratings gathered using the NH versions of the CANS and ANSA, to 3) determine eligibility for state services using an established algorithm, 4) to develop an interface to import/export client information from the web-based system into/out of Community Mental Health Centers' ("CMHC") electronic medical records ("EMR"), and to 5) generate client level, regional and statewide outcome reports with capacity for graphical presentations of data.

Improving the quality of services provided is a key priority for the Bureau of Behavioral Health (BBH). BBH will implement statewide client level outcome measures for adults with severe mental illness (SMI), and children/adolescents with a serious emotional disturbance ("SED"). The CANS and ANSA, which are public domain tools, will be utilized to collect and report on this data. These tools have been demonstrated highly effective in supporting: prospective treatment planning, improved communication and collaboration with an individual's supports and services in the community, empowerment of individuals and families through a person centered approach, and a more effective management of service resources and supports over time. These outcome measures will be mandated statewide for all individuals receiving or requesting services from the designated community mental health programs.

The CANS and ANSA web-based application, should not only have the capacity to provide online training and certification to clinicians administering the tool, but also to track client progress over time by generating client level, regional and statewide outcomes reports. These reports will be reviewed with stakeholder groups, including the NH State Planning Council, the NH Consumer Council, and the Community Mental Health Centers providers to promote the continued improvement of services, identify regions that will be identified as centers of excellence, and to identify areas where additional resources may be needed to improve the effectiveness of services. Additionally, the CANS and ANSA web-based application should have the capacity to determine eligibility for state services using an algorithm related to the CANS and ANSA that has been developed by NH.

RECITALS

The State desires to have RCR provide a Commercial-off-the-shelf Software System, and associated Services for Department of Health and Human Services-Bureau of Behavioral Health;

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

The parties therefore agree as follows:

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

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

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1
- b. *General Contract Requirements* in Section 6 of the RFP document.
- c. State of New Hampshire, Department of Health and Human Services-Bureau of Behavioral Health, Contract 2013-007.
- d. RFP 2013-007 State of NH CANS/ANSA Web Based Training and Data Collection System, dated August 24, 2012, with Addenda 1 and 2 incorporated; then
- e. The RCR Proposal, dated October 5, 2012.

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 on or about October 30, 2017. 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, up to but not beyond on or about October 30, 2017.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

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

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

Time is of the essence in the performance of RCR's obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, FIRM FIXED PRICE Contract

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

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. RCR shall not be responsible for any delay, act, or omission of such other contractors, except that RCR 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 RCR.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$320,536.50.

3. CONTRACT MANAGEMENT

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

3.1 The RCR's Contract Manager

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

Jeff Lilly
Director of Governmental Relations
251 N. Illinois street
Suite 1150 North Tower
Tel: 317-308-7099

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

Fax: 317-631-3345
Email: jlilly@rcrtechnology.com

3.2 The RCR's Project Manager

3.2.1 Contract Project Manager

RCR shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. RCR's selection of the RCR 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 the RCR Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the RCR'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 The RCR 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 the RCR's representative for all administrative and management matters. The RCR'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. The RCR'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. RCR's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 RCR shall not change its assignment of the RCR Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the RCR's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the RCR Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager* and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. the RCR shall assign a replacement RCR Project Manager within ten (10) business days of the departure of the prior RCR Project Manager, and RCR shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim the RCR 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 RCR in default and pursue its remedies at law and in equity, if RCR fails to assign a the RCR Project Manager meeting the requirements and terms of the Contract.

3.2.5 The RCR Project Manager is:
Jerry Hoagland
RCR Project Manager

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

251 N. Illinois street
Suite 1150 North Tower
Tel: 317-624-9500
Fax: 317-631-3345
Email: jhoagland@rcrtechnology.com

3.3 The RCR Key Project Staff

- 3.3.1** RCR 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-RCR Response Checklist*. The State may conduct reference and background checks on the RCR Key Project Staff. The State reserves the right to require removal or reassignment of RCR's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.
- 3.3.2** RCR shall not change any RCR Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the RCR Key Project Staff will not be unreasonably withheld. The replacement the RCR Key Project Staff shall have comparable or greater skills than the RCR 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 RCR in default and to pursue its remedies at law and in equity, if RCR fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with RCR's replacement Project staff.
- 3.3.3.1** The RCR Key Project Staff shall consist of the following individuals in the roles identified below:

RCR's Key Project Staff:

Key Member(s)

Robert Reed

Jeff Lilly

John Lyons

Jerry Hoagland

Keith Wolfe

Title

RCR President/CEO

RCR Director of
Governmental Relations

Praed Foundation
President

RCR Project Manger

RCR Technical
Manager

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

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:

Michele Harlan
Department of Health and Human Services
Bureau of Behavioral Health
105 Pleasant Street
Concord, NH 03301
Tel: (603) 271-8376
Fax: (603) 271-5040
Email: Michele.A.Harlan@dhhs.state.nh.us

3.5 State Project Manager

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

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

The State Project Manager is:

Michele Harlan
Department of Health and Human Services
Bureau of Behavioral Health
105 Pleasant Street
Concord, NH 03301
Tel: (603) 271-8376
Fax: (603) 271-5040
Email: Michele.A.Harlan@dhhs.state.nh.us

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of RCR Project Manager and 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.*

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

4. DELIVERABLES

4.1 RCR Responsibilities

RCR 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.

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

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis,

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

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

5. SOFTWARE

5.1 COTS Software and Documentation

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

5.2 COTS Software Support and Maintenance

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

5.3 Restrictions

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

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

5.4 Title

RCR 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

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

7. SERVICES

RCR 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

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

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

7.5 Maintenance and Support Services

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

8. WORK PLAN DELIVERABLE

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

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

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

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 RCR'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 RCR's receipt of a Change Order, RCR shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

RCR 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 RCR'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 RCR to the State, and the State acceptance of RCR'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

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 RCRs' 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.

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

10.1 State's Data

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

10.2 RCR's Materials

Subject to the provisions of this Contract, RCR 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, RCR shall not distribute any products containing or disclose any State Confidential Information. RCR shall be free to use its general knowledge, skills and

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

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 RCR employees or third party consultants engaged by RCR.

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

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

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

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, RCR may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). RCR 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 RCR's performance under the Contract.

11.2 State Confidential Information

RCR shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

becomes available to RCR 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. RCR shall immediately notify the State if any request, subpoena or other legal process is served upon RCR regarding the State Confidential Information, and RCR 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, RCR 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 RCR Confidential Information

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

11.4 Survival

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

12. LIMITATION OF LIABILITY

12.1 State Liability

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 RCR 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 RCR Liability

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

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

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

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

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

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 RCR. In the event of a termination for convenience, the State shall pay RCR 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, RCR shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 Termination for Conflict of Interest

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if RCR 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 RCR, the State shall be entitled to pursue the same remedies against RCR as it could pursue in the event of a default of the Contract by RCR.

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

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

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

- 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 RCR 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 RCR has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

- 15.1 RCR 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 RCR 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 RCR of any of its obligations under the Contract nor affect any remedies available to the State against RCR that may arise from any event of default of the provisions of the contract. The State shall consider RCR to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 2013-007 CONTRACT AGREEMENT

15.3 Notwithstanding the foregoing, nothing herein shall prohibit RCR from assigning the Contract to the successor of all or substantially all of the assets or business of RCR provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that RCR 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 RCR, its successors or assigns for the full remaining term of the Contract; continue under the Contract with RCR, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to RCR, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	TBD	State Project Manager (PM)	5 Business Days
First	TBD	State Project Management Team (PMT)	10 Business Days
Second	TBD	Commissioner	15 Business Days

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

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

17. GENERAL PROVISIONS

17.1 Travel Expenses

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

RCR 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.

17.2 Shipping and Delivery Fee Exemption

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

17.3 Project Workspace and Office Equipment

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

17.4 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 RCR 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 RCR to perform its obligations under the Contract.

17.5 Required Work Prodecures

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

17.6 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"), RCR understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

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

17.7 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." RCR understand and agree that use of email shall follow State standard policy.

17.8 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).

17.9 Regulatory Government Approvals

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

17.10 Force Majeure

Neither RCR 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 RCR's inability to hire or provide personnel needed for RCR's performance under the Contract.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
2013-007 CONTRACT AGREEMENT

17.11 Insurance

17.11.1 RCR Insurance Requirement

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

17.11.2 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.

17.12 Exhibits

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

17.13 Venue and Jurisdiction

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

17.14 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.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT A
 CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

RCR Technology Corporation, Inc, (RCR) shall provide the State with Child and Adolescent Needs and Strengths/Adult Needs and Strengths Assessment (CANS/ANSA) which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES	
Project Work Plan including milestones	Within 5 days of contract award
Kickoff Meeting- Review contract and Project Deliverables, review client responsibilities, review Project work plan and Implementation schedules.	Within 10 days of contract award
Design documentation	See Proposal Topic 13
Communications Plan and Business Process Workflow	See Proposal Topic 13
System Test Plan and methodology	See Proposal Topic 13
Bi-Weekly status reports & updates to the Project Work Plan	On-going
SYSTEM SOFTWARE:	
Graphic User interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	See Proposal Topic 13
IMPLEMENTATION:	
Set up and configure online hosted SaaS System for New Hampshire	See Proposal Topic 13
Implement required reports	See Proposal Topic 13
ACCEPTANCE TESTING:	
Develop, test and maintain any scripts required for User Acceptance Testing	See Proposal Topic 13
Perform Security Testing	
Perform Volume and Stress-Testing	

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 - PART 3
 EXHIBIT A
 CONTRACT DELIVERABLES

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE
Support the State during User Acceptance Testing	See Proposal Topic 13
Report testing (e.g. State defined reports, core reports, and ad hoc reporting)	See Proposal Topic 13
WRITTEN DOCUMENTATION / REPORTS (HARDCOPY AND CDROM)	
Users Operation Manual	See Proposal Topic 13
Knowledge transfer package documentation and review, (a system overview review as well as all planning documents, system documentation, training resources and testing results created for the Project)	See Proposal Topic 13
SYSTEM TRAINING	
Training plan and schedule	Per agreed upon Schedule
Training of users and administrators	Per agreed upon Schedule
ON-GOING SYSTEM ACCESS AND SUPPORT	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 1
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 2
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 3
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 4

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 - PART 3
 EXHIBIT A
 CONTRACT DELIVERABLES

Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 5
PROJECT CLOSE OUT	
Closeout Meeting	On or about October 30, 2017
Holdback payment	

3. TRAINING DELIVERABLES

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

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 - PART 3
 EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

This is a **Firm Fixed Price (FFP)** Contract totaling \$320,536.50 for the period between the Effective Date through June 30, 2017. RCR shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RCR to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

ACTIVITY, DELIVERABLE OR MILESTONE	PAYMENT
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES	
Project Work Plan including milestones	\$776.00
Kickoff Meeting- Review contract and Project Deliverables, review client responsibilities, review Project work plan and Implementation schedules.	\$4,765.00
Design documentation	\$931.20
Communications Plan and Business Process Workflow	\$582.00
System Test Plan and methodology	\$1,784.80
Bi-Weekly status reports & updates to the Project Work Plan	\$3,395.00
SYSTEM SOFTWARE:	
Software Licensing Agreements and Documentation	\$1,707.20
Interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	\$12,028.00
IMPLEMENTATION:	
Set up and configure software for New Hampshire	\$33,659.00
Implement required reports	\$9,991.00
ACCEPTANCE TESTING:	
Develop, test and maintain any scripts required for User Acceptance Testing	\$7,954.00
Perform Security Testing	\$737.20
Perform Volume and Stress Testing	\$1,057.30
Support the State during User Acceptance Testing	\$7,469.00
Report testing (e.g. State defined reports, core reports, and adhoc reporting)	\$756.60
WRITTEN DOCUMENTATION / REPORTS (HARDCOPY & CDROM)	
Users Operation Manual	\$5,218.60
Knowledge transfer package documentation and review (a system overview review as well as all planning documents, system documentation, training resources and testing results created for the Project)	\$4,306.80
SYSTEM TRAINING	

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 - PART 3
 EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

ACTIVITY, DELIVERABLE OR MILESTONE	PAYMENT
Training plan and schedule	\$3,026.40
Training of users and administrators	\$29,546.00
On-going System Access and Support	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$27,160.00
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$58,200.00
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$33,950.00
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$33,950.00
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$33,950.00
PROJECT CLOSE OUT	
Closeout Meeting	\$3,634.80
Holdback payment	10% holdback (\$32,053.65)
TOTAL	\$320,536.50

ASSUMPTIONS

ACTIVITY, DELIVERABLE OR MILESTONE	ASSUMPTIONS AND/OR CONSTRAINT
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES	
Kickoff Meeting- Review contract and Project Deliverables, review client responsibilities, review Project work plan and Implementation schedules.	Assumed to be RCR Account Manager, RCR Project Manager and Praed Foundation representative in person and other technical staff made available via telephone.
Design documentation	Assumed to be a review of existing BHAS design documentation.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 - PART 3
 EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

ACTIVITY, DELIVERABLE OR MILESTONE	ASSUMPTIONS AND/OR CONSTRAINT
SYSTEM SOFTWARE:	
Interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	Assumes initial phase to include no more than 3 interfaces.
IMPLEMENTATION:	
Set up and configure software for New Hampshire	Assumes finalized and State approved CANS and ANSA instruments and algorithms. Assumes State has communicated their preference for report composition, layout and distribution. Assumes State has provided RCR their desired client demographic profile.
Implement required reports	Assumes 3 reconfigured reports.
ACCEPTANCE TESTING:	
Support the State during User Acceptance Testing	Assumes State will have consumers and data ready for UA testing and reporting.
Report testing (e.g. State defined reports, core reports, and ad hoc reporting)	Assumes State will have consumers and data ready for UA testing and reporting.

TABLE 2-DETAILED LICENSE DELIVERABLES AND PRICING.

SERVICES	Perpetual Software License Fee	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Web Site Hosting Fee	\$0	\$20,370	\$20,370	\$20,370	\$20,370	\$20,370	\$101,850
Technical Support and Maintenance Fees	\$0	\$0 (Praed)	\$6,790 (Praed)	\$6,790 (Praed)	\$6,790 (Praed)	\$6,790 (Praed)	\$27,160 (Praed)
		\$6,790 (RCR)	\$6,790 (RCR)	\$6,790 (RCR)	\$6,790 (RCR)	\$6,790 (RCR)	\$33,950 (RCR)
System Implementation	\$0	\$129,691.70	\$0	\$0	\$0	\$3,634.80	\$133,326.50
System Enhancements	\$0	\$0	\$24,250	\$0	\$0	\$0	\$24,250
GRAND TOTAL	\$0	\$156,851.70	\$58,200	\$33,950	\$33,950	\$37,584.80	\$320,536.50

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 - PART 3
 EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

TABLE 3-RCR RATES PRICING WORKSHEET (HOURLY RATES)

Position Title	Hours	Hourly Rate	Subtotal (Hours X Rate)
Project Manager	290	\$97.00	\$28,130.00
Praed Fdn SME	700	\$67.90	\$47,530.00
Business Analyst	238	\$67.90	\$16,160.20
Trainer	584	\$48.50	\$28,324.00
Tester	439	\$48.50	\$21,291.50
Technical Consultant	1,352	\$67.90	\$91,800.80
Hosting Services	720	\$121.25	\$87,300.00
TOTAL	4,307		\$320,536.50

TABLE 4-RCR FUTURE RATES PRICING WORKSHEET (HOURLY RATES)

Position Title	SFY 2015	SFY2016	SFY2017
Project Manager	\$97.00	\$97.00	\$97.00
Praed Fdn SME	\$67.90	\$67.90	\$67.90
Business Analyst	\$67.90	\$67.90	\$67.90
Trainer	\$48.50	\$48.50	\$48.50
Tester	\$48.50	\$48.50	\$48.50
Technical Consultant	\$67.90	\$67.90	\$67.90
Hosting Services	\$121.25	\$121.25	\$121.25

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 \$320,536.50 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RCR for all fees and expenses, of whatever nature, incurred by RCR in the performance hereof.

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

3. INVOICING

RCR 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. RCR shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:

Donna Walker
Business Administrator IV
Department of Health and Human Services
Bureau of Behavioral Health
105 Pleasant Street
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

RCR Technology Corporation
251 N. Illinois Street, Suite 1150
Indianapolis, IN 46204

5. OVERPAYMENTS TO RCR

RCR 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 RCR's invoices with appropriate information attached.

7. PROJECT HOLDBACK

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT C
SPECIAL PROVISIONS

1. SPECIAL PROVISIONS

NOTICE

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

18.5 Notice

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

TO RCR:
Robert C Reed
251 N. Illinois Street, Suite 1150
Indianapolis, IN 46204
Tel: (317) 631-3345

TO STATE:
Michele Harlan
Bureau of Behavioral Health
105 Pleasant Street
Concord, NH 03301
(603) 271-8376

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

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

1.1. Introductory Meeting: Participants will include RCR Key Project Staff and State Project leaders from both the Bureau of Behavioral Health and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

1.2. Kickoff Meeting: Participants will include the State and RCR Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

1.3. Status Meetings: Participants will include, at the minimum, the RCR Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from RCR shall serve as the basis for discussion.

1.4. The Work Plan: must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

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

1.6. Exit Meeting: Participants will include Project leaders from RCR and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects RCR to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. A draft of meeting minutes will be provided within five (5) business days of any meeting and accepted at the following meeting.

Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be RCR's responsibility.

The RCR Project Manager or RCR Key Project Staff shall submit bi-weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The RCR'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. RCR shall produce Project status reports, which shall contain, at a minimum, the following:

- 1.7. Project status related to the Work Plan;
- 1.8. Deliverable status;
- 1.9. Accomplishments during weeks being reported;
- 1.10. Planned activities for the upcoming two (2) week period;
- 1.11. Future activities;

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

- 1.12. Issues and concerns requiring resolution; and
- 1.13. Report and remedies in case of falling behind schedule.

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

RCR 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, RCR shall turn over all State-owned documents, material, software code, interfaces, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. RCR shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to RCR’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

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

5. WORK HOURS

RCR, and State personnel shall be available during normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, Eastern Time (EST) excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement in writing with the State Project Manager by Change Order.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

1.1.1. RCR shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.

RCR's Implementation plan has two phases: Part One is the Software Implementation plan. Part Two will be the training Implementation plan.

1.1.2. RCR and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

1.1.3. The RCR Team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

1.1.4. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

1.1.5. RCR shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new System. A focus on technology transition shall be deemed a priority.

1.1.6. RCR shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project Staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

1.1.7. RCR shall adopt an Implementation time-line aligned with the State's required time-line.

1.2. Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and Team training initiated.

RCR's Project management tracking software and processes will 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.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

1.2.2. Implementation

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

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

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

1.2.3. Change Management and Training

RCR'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

PART I - SOFTWARE IMPLEMENTATION PLAN

The RCR Team shall provide the Professional and Consulting Services for the Contract. Its approach includes but is not limited to the following:

Consistent with a SaaS Model, RCR shall create six environments at the remote host site, and three of these will support Production.

Using these environments, the following will be our Implementation steps:

2.1. CUTOVER & IMPLEMENTATION TASKS

The RCR Team will deploy the BHAS release v2.0 RCR/Praed Solutions into a Production environment through a single deployment. In Month 3 RCR will be ready for Implementation of the NH BHAS System with cutover in month 3 for the RCR BHAS v2.0 and Praed Training site.

For each deployment, the RCR/Praed Team will develop comprehensive and detailed Deployment Plans that will detail each step of the process, the resource responsible for completing each step, the expected start and end times for each step, the expected duration of each step, and the dependencies associated with the steps. As a model, the RCR/Praed Team will rely on the Deployment Plans that are generated for each Maintenance Release implemented on the other RCR Project. These plans are shared with the State, are reviewed in multiple venues over weeks prior to the deployment, and have been demonstrated to be very effective tools for Maintenance Releases and Software deployments managed by RCR since early 2010.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT E
 IMPLEMENTATION SERVICES

ID	Date	Start Time	Duration	End Time	Activity	Practitioner	Dependency	Status
154	140							
155	141	18-Mar	7:30 PM	0:20	7:50 PM	Export database configuration and settings	Nish	133
156	142							
157	143	18-Mar	7:50 PM	1:00	8:50 PM	Upgrade/install DB2 9.5 FP4	Kameron	141
158	144							
		18-Mar	8:50 PM	2:30	11:20 PM	Database upgrade (DB2 9.5) - Migration/Upgrade of instance/databases - Curam - Captiva - CRT	Nish/Kameron	
159	145					- Verify upgrade and run post migration utilities		143
160	146	18-Mar	11:20 PM		11:20 PM	End Friday Conference Line - TIME TENTATIVE	Gary Hart	
SATURDAY TASKS								
162	ID	Date	Start Time	Duration	End Time	Activity	Practitioner	Dependency
163	147							
164	148	19-Mar	11:20 PM	2:00	1:20 AM	Perform Database backup - Full Offline (DB2 9.5)	Nish	145
165	149	19-Mar	1:20 AM	0:10	1:30 AM	Drop and re-create INTO14 and INTO29 Stored Procedures for correspondence	Nish	148
166	150							
Pre-Data Migration Activities								
168	151	19-Mar	1:20 AM	0:45	2:05 AM	Collect Database Statistics - multiple jobs	Diwakar/Nish	148
169	152	19-Mar	2:05 AM	0:15	2:20 AM	Export/Backup of static and required data	Diwakar	151
170	153	19-Mar	2:20 AM	0:15	2:35 AM	Backup of DDLs	Diwakar	152
Data Migration Activities								
172	154	19-Mar	2:35 AM	2:00	4:35 AM	Migrate schemas; Set-up temporary objects to support Data Migration	Diwakar	153
173	155							
174	156	19-Mar	4:35 AM	0:30	5:05 AM	Data Migration after Migrating Schemas	Diwakar	154
175	157	19-Mar	4:35 AM	3:00	7:35 AM	Run Other Data Migration Tools	Diwakar	154
176	158	19-Mar	4:35 AM	0:30	5:05 AM	Run Curam 5.1 Data Migration Tools	Diwakar	154

Sample Deployment Plan

A Deployment Plan is typically developed to detail the tasks associated with a single deployment of new or updated code from a test environment into production. The deployment plans will delineate tasks and activities that will allow all tasks associated with the cutover to be clearly identified, their inter-dependencies well defined, the user community properly prepared, and that the roles of all involved staff articulated. The tasks associated with the deployment of NH BHAS v2.0 and Praed Training website will include the following:

2.1.1. Establish Production Environment as User Acceptance Test (UAT) Environment – For the first NH BHAS cutover, UAT will be conducted on the hosted servers and infrastructure that will become the production environment at cutover. For subsequent changes, RCR will have separate UAT and production environments. Having the initial UAT occur in production has these advantages:

2.1.1.1. UAT shall occur on the exact code that will become production code, therefore UAT application behavior will fully represent production application behavior;

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

2.1.1.2. Stress and performance testing results will fully represent production results;

2.1.1.3. Code and configuration migration will not be needed to create a production environment on cutover weekend (though a migration will be required thereafter to create the UAT environment for all subsequent testing activities); and

2.1.1.4. Organization, location, and all other configurations can be completed early and be tested fully.

2.1.2. Identify and Define All Users to NH BHAS – There are hundreds of users expected to be using the new NH BHAS System. Each has a role, position, office location, and reporting relationship that must be established in BHAS administration production prior to cutover.

2.1.2.1. While all users will be tentatively configured in NH BHAS prior to cutover, only a limited number of users will support UAT and only these individuals will be provided log-in credentials for UAT activities. The remaining users will be restricted from access until the Regions' training date.

2.1.2.2. Allowing UAT staff and other selected individuals to log-in and use the System in a test mode prior to cutover will allow for multiple validations of System readiness. This includes remote connectivity, solution functionality, and user-centric operations such as security for different roles and positions, workflow, etc.

2.1.3. Browser and Policy Set-up Confirmation – NH BHAS will be designed to use Internet Explorer 7 and above, and related software. UAT activities referenced above will provide an opportunity to ensure that the appropriate policies and software settings have been deployed by the State's DoIT to the NH BHAS user community.

2.1.4. Final Deployment Tasks - Once the preceding activities are completed early in the deployment process, the following are the final deployment tasks that will be completed during the cutover.

2.1.4.1. **Change NH BHAS Identification from UAT to PROD** - Change DNS settings for UAT/PROD to new PROD hostnames throughout the environment; change PROD database connection settings; change database schema name to PROD; and related changes that will update the identification of all components within the NH BHAS Solution from UAT to PROD.

2.1.4.2. **Implement Data Integration Processes** – The optional step of loading the System with initial Legacy data that will be implemented to move data from identified Legacy systems into the NH BHAS database.

2.1.4.3. **REORG and RUNSTATS** – Conduct production database maintenance activities once data integration processes are complete. This will position NH BHAS for optimal performance.

2.1.4.4. **Change Interface Configurations** –NH BHAS will include interfaces to many external systems. During UAT, these interfaces will be directed to the test environments for each of these external systems. At this point in the cutover, the interfaces will be directed to the production environments for each of these partner's systems.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

2.1.4.4.1. Ping External Systems – To confirm connectivity with each external system, NH BHAS will send a test message. This exercise will be coordinated with the parties responsible for the external systems.

2.1.4.5. Activate NH BHAS Users – As noted earlier, all potential Region One NH BHAS users will be configured during the UAT phase to exercise the NH BHAS organization configuration. These users will be enabled at this time to allow full access and functionality. Selected users will be provided their log-on credentials as part of cutover weekend and will support smoke testing, while the balance of the users will be provided this information upon the completion of deployment/training activities.

2.1.4.6. Conduct Smoke Testing – Leverage a select set of NH BHAS users throughout the State and in different organizations to support Smoke Testing activities. The RCR/Praed Team shall work with the State to identify a limited number of production related activities that can be completed during deployment.

The preceding provides a high-level view of the activities that will be conducted to support operations.

CONTRACT DELIVERABLE: Implementation Plan – To guide the development of each deployment activity, the RCR/Praed management Team and integration Team shall develop the Deployment and Implementation (“D&I”) Plan. This plan shall provide an overview of the information that is to be contained in the detailed deployment plans that will be developed prior to each Deployment. In addition, the D&I Plan shall detail the deployment criteria that will be used to determine readiness and detail the **Deployment & Implementation Schedule** for the NH BHAS and Praed Training site cutover activities.

CONTRACT DELIVERABLE: Deployment Plan – For each cutover, the RCR/Praed Team shall develop a detailed deployment plan. This plan will leverage the information contained in the D & I Plan as described above and also provide System and data activities that are unique to the cutover’s activities. As described above, the deployment plan will provide a detailed schedule of cutover tasks, timing of each activity, the specific solution Team member(s) that will be responsible for each task and task dependencies.

2.2. MAJOR RISKS & MITIGATION STRATEGIES

The cutover and Implementation approach is designed to mitigate many of the risks that would normally challenge a system implementation of this magnitude. Conducting UAT for cutover in the environment that will be subsequently designated as production, for example, reduces the likelihood of immediate production issues associated with migrations, environment setup, performance, configuration values, and security. Following are several other risks and our mitigation strategies.

RISK: The level of system and business process change brought about by NH BHAS may overwhelm users. NH BHAS represents a major evolution in the System support that will be provided to program personnel throughout the State. This introduces a learning curve for staff that have absorbed limited system changes in recent years. Coincident with deploying NH BHAS, there will be significant changes to business processes for most if not all affected programs. While business process changes are not uncommon for these programs, the combination of system and business changes – and the degree of change of each - represents a challenge.

MITIGATION STRATEGY: The RCR/Praed Team is very aware of this risk. The Team shall mitigate the risk through frequent and targeted two-way user communications throughout NH BHAS design work, training for impacted organizations, and the availability of User Guides and

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

Quick Reference Job Aids. RCR also shall have available Project Staff as part of cutover and subsequent regional training so they are easily accessible to address issues and support State Staff.

RISK: The State's aggressive timeline for the implementation has compressed the time available for user readiness and training.

MITIGATION STRATEGY: The RCR/Praed Team shall support a robust State led Organizational Change Management (OCM) effort immediately upon Project start-up. RCR shall have Dr. Lyons and our staff specialist on-site within 15 business days or sooner of Project kickoff. Therefore, planning and execution of user-focused activities start immediately and continue throughout the Project as an active and intentional activity. Later in the Project, the senior training specialist and the trainers shall work closely with the Project technical staff supporting UAT. As technical staff makes final adjustments to NH BHAS, the trainers shall make commensurate final adjustments to the training content so it represents full NH BHAS functionality and workflow. This approach of involving and aligning the training activities with technical and functional solution work will be evident throughout the Project. Requirements validation, design, testing or cutover will mitigate the potential effects of the timeline on the training planning and execution.

The RCR/Praed Team shall deliver instructor-led training to end users to maximize comprehension and retention of training content. It is tempting to try to accomplish training of this many end users remotely or through a train-the-trainer approach, transferring much of the training burden to State workers. However, the RCR/Praed Team understands that it is critical that end users receive training in-person in a computer classroom setting from a member of the Project Team. This allows the Project to reduce class size and spread training over a longer time period. Further, training shall be organized into two key components: NH BHAS Training (Phases 1 and 2), Praed Foundation Training Certification Classes. This structure allows end users to attend only the training they need, when they need it.

2.3. CONTINGENCY PLANNING

Prior to each cutover, the RCR/Praed Team shall work with the State to execute performance and stress tests as discussed above. These activities will identify issues early and allow maximum opportunity for resolution prior to introducing the solution into production. Once the solution is in production, the RCR/Praed Team shall closely monitor performance. In the event performance does not meet State expectations, the RCR/Praed Team shall troubleshoot the issue and take appropriate action.

RCR/Praed Team members, State staff, and select program personnel shall be stationed in program offices as needed throughout the State as part of each Regional training. These staff, co-located with end users at least through the first week of NH BHAS production, will provide an effective first-line of issue resolution, a front-line assessment of the System's performance, and an expedient communication mechanism to determine if identified issues are localized or global.

CONTRACT DELIVERABLE: Contingency Plans – Contingency planning shall be communicated to the State in two forums. The Cutover and Implementation (D & I) Plan discussed earlier in this section will describe the general considerations and cross-cutting contingency measures that shall be taken for deployments. To complement the D & I Plan, each specific Deployment Plan will also identify contingency measures that shall be established to address specific issues or areas of concern.

2.4. IMPLEMENTATION DECISION PROCESS

As with any code deployment to production, the decision process and criteria shall be documented and agreed to by all relevant stakeholders, including State program management, UAT testers, program staff specified by the State, and RCR/Praed Team management. The cutover decision process will be a culmination of the following steps:

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

- 2.4.1. Requirements sign-off by program staff will validate their acceptance of planned changes to their business process and approval of the NH BHAS and Praed System workflow.
- 2.4.2. Systems Integration Testing shall clearly demonstrate that all aspects of the requirements have been satisfactorily integrated into the NH BHAS v2,0 design and development and works in accordance with these requirements.
- 2.4.3. User Acceptance Testing shall provide State and program personnel the opportunity to similarly test all aspects of NH BHAS and Praed System functionality and independently confirm that the design and development satisfies these requirements.
- 2.4.4. User training activities shall prepare users to use NH BHAS after cutover to deliver all program services defined in requirements phases.
- 2.4.5. Production-level data integration dry runs and subsequent testing shall demonstrate that the integration of legacy data into NH BHAS will effectively and completely load all relevant program data into the updated solution to support service delivery to existing and new consumers.
- 2.4.6. All and any requirements for State and federal law, security and compliance criteria have been met by RCR.

At each stage of Implementation, the State and program staff and management shall have opportunities to affirm that the evolving NH BHAS and Praed CAN/ANSA certification solution meets the requirements identified by the State. Where questions and concerns are identified, the RCR/Praed Team shall address each and verify that program documentation captures the issue and its resolution. As noted in the following discussion, these activities shall provide the information necessary to support cutover decisions.

2.5. CUTOVER CRITERIA

Prior to each cutover, a cutover readiness document shall be developed and submitted to the State for consideration. This document will summarize the outcome of the above activities and present the basis for an affirmative cutover decision.

The RCR/Praed Team shall rely on the following cutover criteria to determine if the solution is ready to be deployed into production:

- 2.5.1. All critical defects have been addressed
- 2.5.2. 100 percent test cases have been executed
- 2.5.3. At least 95 percent of test cases have passed

These criteria have been used consistently on many State's Projects and have been demonstrated to be a viable indicator of a solution's readiness for production and have also provided a definitive tool for the State to assess readiness. With submittal of a cutover readiness document, the RCR/Praed Team shall facilitate a Go / No Go meeting with the State, UAT Team and appropriate stakeholders. Questions, concerns or open items identified in this meeting must be resolved prior to a GO decision.

CONTRACT DELIVERABLE: Cutover Criteria – A unique Project Deliverable will not be provided for the cutover criteria. The Cutover and Implementation Plan described above shall identify the criteria that will be used to support Go / No Go decisions.
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2.6. CONTROL SECURITY

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

The NH BHAS v2.0 Administration panels shall be used to configure the roles and positions of NH BHAS users statewide. In setting up the users, the State will identify the permissions and profiles to be used to establish the aspects of the NH BHAS v2.0 that can be accessed and executed for each individual. The Organization functionality in RCR Administration panels provides the ability to configure the security and access safeguards necessary for System operations.

2.7. STAKEHOLDER COMMUNICATION

The RCR/BHAS Solution shall impact hundreds of end users and stakeholders establishing appropriate expectations and gaining buy-in among those diverse stakeholder groups will be critical to the success of the NH BHAS v2.0 Implementation.

RCR shall work with the State organizational change management (OCM) Team throughout the Project to engage stakeholders to promote realistic expectations for the new System, gain buy-in and support, and prepare future NH BHAS users to take full advantage of the new opportunities presented for web based assessments, improved customer service and effective outcome management.

2.8. POST IMPLEMENTATION SUPPORT

Post-Implementation support shall be comprised of the following:

2.8.1. Consistent with our software warranty and maintenance commitments to the State, the RCR/Praed Team shall provide help desk support; analysis, triage, and resolution Services for corrective maintenance; and warranty Services from the Effective Date for the duration of the contract

CONTRACT DELIVERABLE: Post-Implementation Support Plan – A unique Project Deliverable shall not be provided for this Plan. As described above, post-Implementation support is addressed in other sections of this proposal as Warranty and Maintenance and Application Help Desk support.

2.9. SYSTEM INCIDENT REPORTS

Users will be directed to notify the RCR Help Desk of System incidents. The Help Desk will review the incident reports and assign application-related tickets to the RCR/Praed Team. The Team will take responsibility for addressing application-related issues that are associated with corrective maintenance.

2.10. END USER SUPPORT

Consistent with the RFP, the RCR/Praed Team shall provide end-user support after System Implementation. Pending additional guidance from the State relative to the end-user support required, the Team shall deliver the following:

2.10.1. The RCR/Praed training staff shall be responsible for delivering training to end users appropriate for their job position and responsibilities. Training materials, user guides, and online FAQ's and tips are typical of the materials that shall be provided to end users to help them take advantage of the full functionality of NH BHAS v2.0 and Praed certification System.

2.10.2. The Help Desk referenced in the previous section shall be supported by an RCR analyst that shall be responsible for addressing issues, questions and potential application problems referred to the RCR/Praed Team. This individual shall work directly with the users that submit trouble tickets so their concerns can be addressed in a timely manner.

2.10.3. The RCR/Praed training staff shall be available to provide additional assistance to users needing extra attention.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 - PART 3
 EXHIBIT E
 IMPLEMENTATION SERVICES

CONTRACT DELIVERABLE: Application Help Desk - Prior to each cutover deployment, the RCR/Praed Team shall meet with the State to define the roles and responsibilities for end user support. Subsequent to this meeting, the RCR/Praed Team shall document the end user support that shall be delivered.

2. IMPLEMENTATION METHODOLOGY

PART II-TRAINING IMPLEMENTATION PLAN

The primary goal of any system training strategy is to minimize productivity losses during the transition to the new System; and provide the training in a just-in-time fashion so that the learning does not become stale before the user has the opportunity to try out the System personally. Ultimately, users must become proficient enough at the new System, and the new processes implemented through the accompanying business transformation, to produce the efficiencies and improvements to services envisioned by the State. RCR proposes to perform the BHAS System training in a phased approach that mirrors the phased Implementation approach detailed elsewhere in this document. Working in conjunction with State staff, RCR shall develop a specific training schedule that shall train State employees first and then the staff of the 10 CMHCs. Such an approach allows State staff to understand questions that may come from the CMHCs without initiating calls to the BHAS helpdesk.

Given the reality of budgetary constraints with this Project, BHAS may choose to implement a range of training solutions.

2.11 TRAINING OPTIONS:

RCR proposes to the State three (3) different BHAS end-user training options. These options represent a range of cost and timeframe horizons and are intended to provide the State with as much decision-making capacity as possible.

Training Type	Estimated # of Trainees	Proposed Training Timeframe	Maximum # of Trainees Per Session	Proposed Per Session Training Cost	Proposed Total Training Cost
In-Person Training	700	6 Months	25	\$1,500.00	\$37,500.00
Train-the-Trainer	50	2 Months	10	\$2,000.00	\$10,000.00
Online Video Training	700	Self-Directed	N/A	N/A	\$20,000.00

2.12. IN-PERSON TRAINING

This approach is the most time-intensive and costly to the State. The basis of the training will be a Microsoft PowerPoint presentation. Supplementing this presentation shall be facilitator-led, interactive demonstrations of the BHAS System. Such an approach allows course participants to actually involve themselves in the System, instead of just viewing a demonstration on a screen or in a book.

2.13. TRAIN-THE-TRAINER TRAINING

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

This hybridized approach allows the State to achieve its objective of being able to perform its own BHAS training in the future. The State would identify a cross section of individuals from each region (both State and CMHC personnel) who would become the *de facto* trainers for their region. RCR trainers would perform the same training as detailed in the prior section, but would spend additional time with the trainees on common troubleshooting topics and other issues that trainers may encounter while performing their classes. RCR shall provide the trainers with all relevant materials in electronic format and the State/CMHCs will be responsible for duplication costs for those materials if they wish to provide hardcopies to those receiving end-user training from RCR-trained personnel. Class size would be reduced from a maximum of 25 to a maximum of 10 students to allow for more intensive instruction and time for one-on-one and group discussions. RCR assumes the State will identify approximately 50 individuals statewide who would be trainers. These individuals would be responsible for informing the RCR helpdesk of who participated in their training sessions so that the trainees' user records can be updated to reflect their attendance.

2.14. ONLINE VIDEO TRAINING

This option will allow the State to train its staff and CMHC end-users at a self-directed pace. RCR would produce a video that would be similar to that of the in-person training. The video would be accessible through an URL link provided to end-users through a delivery method determined by the State (by RCR, through the State, etc.). Users would then be directed to a video file that would walk end-users through the BHAS System. All training materials would be provided to the State in electronic format for distribution through a method of its choosing to end-user trainees. Due to budget constraints, RCR would not be able to track those who participated in the online training and would be reliant on State/CMHC supervisors to inform RCR of those who completed the training in order to update their user record.

2.15. YEAR 2 VIDEO TRAINING

In the event the State chooses in-person or train-the-trainer end-user training, RCR alternatively will produce a series of training and troubleshooting videos in Year 2 for all incoming staff end-user training. This will further the objective of the State being able to train its own people. This training is appropriate for Year 2 due to the fact that the initial training is recommended to be in-person, but once the initial push in end-user training on the BHAS System is complete, and then those already trained would then become a reference resource for those new or reassigned employees who would require BHAS training.

2.16. END-USER TRAINING ASSUMPTIONS

The following section details RCR's approach to BHAS end-user training. The training plan is predicated on the following assumptions:

- 2.16.1. There will be phased statewide Implementation of the BHAS System;
- 2.16.2. If either in-person training or train-the-trainer options are selected, the State will provide physical locations and internet-accessible computers for course participants;
- 2.16.3. The in-person training courses will consist of no more than twenty-five (25) students for in-person training and ten (10) for train-the-trainer training;
- 2.16.4. Course participants will have already been certified through the Praed Foundation on either the CANS and/or ANSA instruments;

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

2.16.5. Course participants will already have a BHAS System account; and

2.16.6. Course participants will have a basic familiarity with personal computers, including but not limited to, internet browser use.

These assumptions may change based on information provided by the State or other factors that are memorialized in the final and approved Scope of Services between RCR and the State.

2.17. END-USER TRAINING APPROACH

RCR's approach to end-user training centers on identifying with the training participant on both an academic and interpersonal level. The following resources will be utilized in performing the both the end-user and super-user training sessions across the State.

2.17.1. End User Training Materials: These are a User Guide (electronic copy) and Quick Reference sheet (electronic copy). Training materials shall be made available electronically to all users on the BHAS System documents page for reference, with timely updates as changes are made to the BHAS System or associated business processes through the end of the Project (or continued into maintenance activities, should the State choose to include these updates in ongoing Services).

2.17.2. End User Training Database: An End User Training Database shall be maintained by the training Team to track all participants who successfully completed the training course.

2.17.3. End User Training Environment: The End User Training Environment shall be in place in time for use during the training sessions. The Training Environment shall provide the end users the opportunity to "try out" the BHAS System functions they shall typically perform.

2.17.4. End User Enrollment/Scheduling Process: For in-person or train-the-trainer sessions, RCR shall work with State/CMHC staff to devise a mutually-acceptable approach to enrollment and scheduling for training participants. Once the training Team has had an opportunity to learn what processes have been used previously in New Hampshire and what is most convenient for participants, a process shall be defined and managed by the training Team to enroll and schedule participants for the regional training sessions.

2.17.5. End User Training Evaluation Material: RCR shall provide the State a comprehensive end user evaluation of the training provided for their review and approval. Each participant, whether in end-user or super-user training, shall be asked to assess the training provided, including content, delivery and how well they feel they will be able to perform their job duties using the BHAS System once in production. In addition, pilot training participants will be asked to participate in discussions to provide feedback as they receive the training, and at the conclusion of the session. Pilot participants will also have the opportunity to provide anonymous, written comments and suggestions. Participants who complete training sessions will receive a certificate of completion to signify their achievement.

2.17.6. End User Training Delivery Schedule: This will be developed in conjunction with the State during contract negotiations.

2.18. Functional Specifications

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

The CANS/ANSA web-based training application for New Hampshire will build on our long experience of designing and delivering web-based training solutions. The training will have the following components:

2.18.1. Introduction and Overview: This section will introduce the measures within the Total Clinical Outcomes Management (TCOM) framework and Communimetrics theory and review the key characteristics of each tool. Written, video and interactive content will be included.

2.18.2. Item Review: Video, brief vignette quizzes to help trainees understand the concepts of both the item and the action levels and links to resources specific to that need or strength. This section of the site will orient the trainees to the meaning of each item so that they can understand the potential importance of the item in assessment and treatment planning.

2.18.3. Practice Vignettes: An opportunity for trainees to practice on case studies completing the CANS or ANSA and receiving feedback on the items where their ratings were different from the recommended scores. Six to 10 practice vignettes will be available to trainees. Each trainee will be required to take a practice test before they attempt a test.

2.18.4. Certification Vignettes: An opportunity for the trainee to become certified by achieving a reliability of 0.70 (using an interclass correlation coefficient) on a test vignette. At least 10-12 test vignettes will be randomly sampled so that different trainees might have different tests to ensure fidelity of the testing process. These vignettes will be changed annually to further ensure the fidelity of the testing process. Trainees will be given three times to pass. If they fail after three attempts they will be referred to the site administrator to receive remediation and linkage to an on-site trainer.

2.18.5. TCOM Tutorial: An opportunity for interested parties to fully understand the conceptual framework behind the CANS/ANSA. This section will be designed for supervisory, quality improvement or program evaluation staff at participating agencies.

The design of the training website will be flexible allowing the addition of changes in the versions of the CANS/ANSA used by New Hampshire or additional regulatory or educational materials to the website (e.g. policies and procedures, treatment planning examples, TCOM training materials).

2.19. Technical Specifications of the Training System

The solution builds on an existing web-based training system that is currently used in other jurisdictions. This collaborative training website was developed in partnership between the Praed Foundation and InMotion Educational Technologies. InMotion Educational Technologies has developed a multiple-modality learning system (the InMotion System) that teaches content using eight different modalities (video, image, text, flash cards, multiple choice, essay, cross-references, and supporting materials).

The system also has full examination / certification capabilities. The system is compatible with Microsoft IE 7 and above, Safari, iOS (iPad/iPhone), Chrome, and Firefox. It is programmed in Symphony 2 (PHP) and is HTML5 compatible to achieve optimal cross-browser compatibility while ensuring ease of use for media rich user experiences.

The site is hosted in the cloud; multiple copies of the programming code and content exist to ensure stability. All code and content is secure and accessible only by the administrator. The system can be deployed with HTTPS security or any other regulatory security standard (including HIPAA). Access to the system is managed through a required email address that serves as the unique id and allow verification back to the trainee and a trainee generated password that allow security to the trainee.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

Finally, the system's architecture is already prepped for integration with third party access protocols and database integrations. For example, a current client of the system who employs the software on a national scale is Wolters-Kluwer. The system will be designed to interface with the data system. Data systems can check on the certification status of potential new users by matching email addresses. Since the data system must function at a higher level of security than the training website, the interface will be unidirectional—in other words the data system can access information from the training site but the reverse will not be possible.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT E-1
SECURITY AND INFRASTRUCTURE

1. SECURITY

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

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

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

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

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

1.1. Test Planning and Preparation

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

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

The State will commence its testing within fifteen (15) business days of receiving Certification from RCR that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from RCR's development environment. RCR must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT F
 TESTING SERVICES

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

1.2. Unit Testing

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

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

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

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

1.3. System Integration Testing

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

Thorough end-to-end testing shall be performed by the RCR Team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
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STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT F
 TESTING SERVICES

RCR Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with RCR to develop the Systems Integration Test Specifications. • Work jointly with RCR to develop and load the data profiles to support the test Specifications. • Work jointly with RCR to validate components of the test scripts, modifications, fixes and other System interactions with the RCR supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.5. Installation Testing

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

1.6. User Acceptance Testing (UAT)

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

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

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

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

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

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3

**EXHIBIT F
 TESTING SERVICES**

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

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

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

1.7. Performance Tuning and Stress Testing

Due to the SAAS nature of this contract, no State resources will be involved in Performance Tuning Stress Testing. RCR shall provide all results and metrics of all Performance Tuning's Stress Testing to the State within five (5) business days of completion of said tests.

1.7.1 Scope

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

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

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3

EXHIBIT F
TESTING SERVICES

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

RCR must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts that accurately reflect business load and coordinating reporting of results.

1.7.2 Test Types

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

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

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

1.7.3. Tuning

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

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

1.7.4. Implementing Performance and Stress Test

Performance and Stress test tools used will be the responsibility of RCR. . . Any and all licensing costs will be borne by RCR. RCR may use an open source product with the approval of State, Department of Information Technology Team. .

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT F
TESTING SERVICES

1.7..5. Scheduling Performance and Stress Testing

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

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

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

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

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

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

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

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

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3

EXHIBIT F
TESTING SERVICES

in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.8. Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failure in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

1.8.1. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

1.8.2. RCR shall notify the State no later than five (5) business days from the RCR's receipt of written notice of the test failure when RCR expects the corrections to be completed and ready for retesting by the State. RCR will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

1.8.3. When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by RCR based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1.8.3.1. validate that the change/update has been properly incorporated into the program; and

1.8.3.2. validate that there has been no unintended change to the other portions of the program.

1.8.4. RCR will be expected to:

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

1.8.4.2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and

1.8.4.3. Manage the entire cyclic process.

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

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

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT F
 TESTING SERVICES

1.9. Security Review and Testing

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

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

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include 3rd party Penetration Tests (pen test) or code analysis and Review. RCR shall share the results of all tests with the State.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture 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 RCR shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10. Successful UAT Completion

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

1.11. System Acceptance

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

RCR shall maintain and support the System in all material respects as described in the applicable program Documentation for .five (5) years of maintenance after delivery and the Warranty Period of the term of the contract.

1.1 RCR's Responsibility

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

1.1.1 Maintenance and Enhancement Releases

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

2. SYSTEM SUPPORT

2.1. RCR's Responsibility

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

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

2.1.1. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support with remote diagnostic Services, within four (4) business hours of a request;

2.1.4. Class B & C Deficiencies -The State shall notify RCR of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

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

3.4 RCR 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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

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 RCR fails to correct a Deficiency within the allotted period of time stated above, RCR shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return RCR's product and receive a refund for all amounts paid to RCR, including but not limited to, applicable license fees, within ninety (90) days of notification to RCR of the State's refund request

3.6. If RCR fails to correct a Deficiency within the allotted period of time Stated above, RCR 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.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

Contractor Responses to Exhibit D in the RFP.

Table C-2 General System Requirements -Vendor Response Checklist

GENERAL REQUIREMENTS					
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.		M	Y	RCR will participate in the initial kick-off meeting to initiate the Project.
G-2	Vendor shall provide Project Staff as specified in the RFP.		M	Y	RCR will provide Project Staff as specified in the RFP.
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 weekly		M	Y	RCR will provide a detailed Work Plan in MS Project schedule. The Work Plan will be updated on a weekly basis for the weekly Project status meetings.
G-4	Vendor shall provide detailed <i>weekly</i> status reports on the progress of the Project, which will include expenses incurred year to date.		M	Y	RCR will provide weekly status reports.
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. (WORD format)		M	Y	RCR will provide all technical & system documentation, Project schedules, Work Plans, status reports and correspondence in MS WORD format.
G-6	Vendor will complete training to ensure the State users are sufficiently knowledgeable of the new System to employ it to good effect and, if necessary, to take over maintenance and operating responsibility.		M	Y	RCR will provide training to State users pursuant to this requirement.
TECHNICAL REQUIREMENTS					
T-1	Web-based compatible and in conformance with the following W3C standards: XHTML 1.0 CSS 2.1 XML 1.0 (fourth edition)		O	M	CANVaS currently does not meet these specifications. CANVaS will meet this specification in its next release.
T-2	GUI Interface Technologies		M	Y	GUI Interface Technologies are included in the COTS solution.
T-3	Accessible via standard operating systems (Windows XP/Windows 7 etc. based on defined system users)		M	Y	RCR's COTS solution is accessible via all current Windows standard operating systems.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

T-4	Compatible with Internet Explorer 7.0 or greater and industry Standard browsers used by the system users	M	Y	RCR's COTS solution is compatible with industry standard browsers.
T-5	Appropriate Secure Sockets Layer (SSL) or other secure transport mechanism to encrypt protected data in a way that complies with HIPAA regulations.	M	Y	SSL is included in the COTS solution.
T-6	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats. (HB418)	M	Y	RCR's COTS solution complies with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats. (HB418).
T-7	The State will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary software.	M	Y	RCR's philosophy is to always design systems in a SOA architecture.
SECURITY REQUIREMENTS				
S-1	Verify the identity or authenticate all of the System client applications before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Y	Verification of identity and authentication of all system client applications are included in the COTS solution with minor customization.
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	Authentication of all users is included in the COTS solution.
S-3	Enforce unique user names.	M	Y	RCR's solution enforces unique user names via the administrative functions at the locality level.
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	Y	Complex passwords are included in the COTS solution with minor customization.
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Y	Complex passwords are included in the COTS solution with minor customization.
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	Encrypted passwords in transmission and at rest are included in the COTS solution.
S-7	Expire passwords after 90 days	M	Y	Expiration of passwords after 90 days

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

				is included in COTS solution.
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Y	Only authorized users have access in the COTS solution.
S-9	Provide ability to limit the number of people that can grant or change authorizations.	M	Y	The State defined system administrator has the ability to limit the number of people that can grant or change authorizations in the COTS solution.
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	Enforcement of session timeouts is included in the COTS solution with minor customization.
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project). The results of these tests will be submitted to DoIT for review and approval.	M	Y	RCR's COTS solution will be configured to meet these requirements.
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	Authentication of credentials or sensitive data is not stored in the COTS solution.
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y	RCR's COTS solution audits all attempted accesses that fail or succeed identification, authentication, and authorization requirements.
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for twelve months.	M	Y	RCR's application keeps logs of activities but not all activities are tracked. With minor customization, more detailed tracking is available to meet customer needs.
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	Users must explicitly terminate a session and no remnants of the session remain in the COTS solution with minor customization.
S-16	Use only the Software and System Services designed for use.	M	Y	
S-17	The application Data shall be protected from unauthorized use when at rest.	M	Y	

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

S-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	Sensitive and confidential Data are protected from unauthorized individuals and programs in the COTS solution.
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Y	Subsequent application enhancements or upgrades will not remove or degrade security requirements in the COTS solution.
S-20	Create change management documentation and procedures.	M	Y	The RCR Project Manager will be responsible for change management documentation and procedures. RCR has a defined methodology.
S-21	The transmission and storage of data for the purposes of administering the CANS and ANSA and reviewing and generating data for reports must be conducted in a way that complies with applicable HIPAA regulations.	M	Y	RCR's COTS solution is HIPAA compliant.
HOSTING REQUIREMENTS OPERATIONS				
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 will be via Internet Browser	M	Y	RCR will maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.
H-1.a	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Y	Authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption. The State will be responsible for equipment, labor, and/or services necessary to set-up and maintain the internet connectivity at the State.	M	Y	RCR's system will support multiple client configurations including; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

H-2.a	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Y	RCR will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor.
H-3	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Y	RCR will provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.
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.	O	Y	Data Center Air Conditioning – will be provided to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55 percent, with maximum dew point of 62 °F.	O	Y	Data Center humidity will be controlled with non-condensing and be maintained between 40-55 percent with a maximum dew point of 62 °F.
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	Data Center will provide backup power – uninterruptible power with backup generators to sustain computer systems and associated components.
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	Data Center Generators will 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.
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	M	The Data Center space is engineered in an alternative manner that

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 - PART 3
 EXHIBIT H
 PRIORITY RESPONSES

					does not utilize a raised floor environment. Air handlers are placed directly on the Data Center floor based upon current equipment density and conditions. Power and miscellaneous cabling is handled through elevated cable ladders.
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	M	The Data Center achieves fire suppression in an alternative industry-standard manner. Double-interlocking pre-action dry pipe is used to target and eliminate specific fire events should they occur.
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.		M	Y	The Data Center will be physically secured with restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access will be in place and followed. Access will be granted only to those with a need to perform tasks in the Data Center.
H-11	Vendor must monitor the application and all servers.		M	Y	RCR will monitor the application and all servers.
H-12	Vendor shall manage the databases and services on all servers located at the Vendor's facility.		M	Y	RCR will manage the databases and services on all servers located at the Vendor's facility.
H-13	Vendor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.		M	Y	RCR will install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.
H-14	Vendor shall monitor System, security, and application logs.		M	Y	RCR will monitor System, security, and application logs.
H-15	Vendor shall manage the sharing of data resources.		M	Y	RCR will manage the sharing of data resources.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

H-16	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y	RCR will manage daily backups, off-site data storage, and restore operations.
H-17	The Vendor shall monitor physical hardware.	M	Y	RCR will monitor physical hardware.
H-18	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Y	RCR will immediately report any breach in security to the State of New Hampshire.
HOSTING REQUIREMENTS – DISASTER RECOVERY				
H-19	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y	RCR will conform to disaster recovery procedures of the State of New Hampshire.
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	RCR will 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.
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 will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Y	RCR's disaster recovery plan will identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.
H-22	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y	RCR will adhere to a defined and documented back-up schedule and procedure.
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	RCR will maintain back-up copies of data for the purpose of facilitating the restoration of the data in the event of data loss or system failure.
H-24	Scheduled backups of all servers must be completed on a daily basis.	M	Y	RCR will have scheduled daily

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

					backups of all servers.
H-25	The minimum acceptable frequency is differential backup daily, and complete backup weekly.		M	Y	RCR will maintain a minimum acceptable backup frequency of differential backup daily, and complete backup weekly.
H-26	Back-up media must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.		M	Y	RCR will maintain back-up media that will be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.
H-27	If State data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.		M	Y	RCR will encrypt personally identifiable data in the operation environment and on backup tapes.
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 business needs.		M	Y	RCR will maintain data recovery back to the last backup to recover State data and employ the use of database logs and backup media.
HOSTING REQUIREMENTS NETWORK ARCHITECTURE					
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	RCR will operate hosting services on a network offering adequate performance of 99.9% uptime to meet the business requirements for the State application.
H-30	The Vendor shall provide network redundancy deemed adequate by the State through review and approval by DoIT, by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.		M	Y	RCR will provide network redundancy deemed adequate by the State through review and approval by DoIT, with the assurance of redundant connections provided by multiple Internet Vendors. The failure of one Internet connection will not interrupt access to the State application.
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 larger carriers will not cause a failure of the State's Service.		M	Y	RCR will provide Internet service with multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

H-32	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Y	RCR will maintain a network architecture that will include redundancy of routers and switches in the Data Center.
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	RCR will provide secure remote access customized to meet the State's business application needs.
	HOSTING REQUIREMENTS SECURITY			
H-34	The Vendor shall employ security measures consistent with industry standard best practices to ensure that the State's application and data is protected.	M	Y	RCR will adhere to all industry standard best practices to ensure data security.
H-35	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	RCR will ensure data traffic between servers is secure.
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	RCR will comply with these requirements.
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. The vendor will provide an overview that will be presented to the State's Department of Information Technology. 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	RCR's COTS solution will be configured to meet these requirements.
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	RCR's plan includes a robust UAT process with heavy State involvement. RCR is not aware of a New Hampshire IV&V vendor for this Project but will work with one at the State's request.
H-39	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y	RCR will notify the State's Project Manager of any security breaches within two (2) hours of the time that it learns of their occurrence.
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' hosting infrastructure and/or the application.	M	Y	RCR will ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the RCR's hosting infrastructure and/or the

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

					application.
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	RCR operates our sites under HIPAA rules and also carries liability coverage in case of any breach was to occur. RCR has never been associated with any breach on any previous Projects.
H-42	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.		M	Y	RCR agrees to authorize the State to perform scheduled and random security audits, including vulnerability assessments, of RCR's hosting infrastructure and/or the application upon request.
H-43	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the 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	RCR will provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of RCR's website hosting facility: power conditioning; HVAC; UPS; generator will be acceptable to the State.
HOSTING REQUIREMENTS SERVICE LEVEL AGREEMENT					
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	RCR will support and maintain the System that will commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
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	RCR will maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
H-46	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms,		M	Y	RCR will repair or replace the hardware or

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

	and requirements of the Contract.				Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
H-47	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00 am to 4:00 pm- Monday thru Friday EST.	M	Y		RCR will provide unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:00pm - Monday thru Friday EST.
H-48	The Vendor response time for support shall conform to the specific deficiency class as described in Section 1.1.2 Vendor Responsibility.	M			RCR's response time will conform to the specific deficiency class as described in Section 1.1.2 Vendor Responsibility.
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		RCR's hosting server for the State will be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
H-50	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y		RCR has a methodology that includes the helpdesk for reporting and defect log for tracking. RCR plans to give regular reporting on the performance of the hosted system to the State.
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		RCR shall identify scheduled maintenance windows to the State.
H-52	The Vendor will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y		RCR will provide two business days notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
H-53	The Vendor shall guarantee 99.9 percent uptime, exclusive of the regularly scheduled maintenance window	M	Y		RCR will guarantee 99.9 percent uptime, exclusive of the regularly scheduled maintenance window.
H-54	If The Vendor is unable to meet the 99.9 percent uptime requirement,	M	Y		RCR agrees if it is

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT H
 PRIORITY RESPONSES

	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.			unable to meet the 99.9 percent uptime requirement, it will credit the 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.
H-55	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	RCR will use a change management policy for notification and tracking of change requests as well as critical outages.
H-56	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y	RCR agrees with this definition. RCR's proposed defect tracking system will identify these types of outages as such.
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 thirty (30) days of release by their respective manufacturers.	M	Y	RCR's hosting infrastructure will be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within thirty (30) days of release by their respective manufacturers.
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: => Server up-time => All change requests implemented, including operating system patches => All critical outages reported including actual issue and resolution => Number of deficiencies reported by class with initial response time as well as time to close.	M	Y	RCR will maintain repair and maintenance records for the State on a quarterly basis.
H-59	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Y	RCR will provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.
H-60	The vendor will ensure sub-second response time at a server level	M	Y	RCR will ensure sub-second response time at a server level.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT I
WORK PLAN

RCR's Project Manager and the State Project Manager shall finalize the Work Plan within 10 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 RCR's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of RCR and State Project Managers.

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

In conjunction with RCR's Project Management methodology, which shall be used to manage the Project's life cycle, the RCR 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 RCR Team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with RCR's Work Plan and shall utilize BHAS to support the ongoing management of the Project.

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

1.1. General

1.1.1. 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.

1.1.2. All State tasks must be performed in accordance with the revised Work Plan.

1.1.3. All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.

1.1.4. 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.

1.1.5. RCR shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

1.2. Logistics

1.2.1. The RCR Team shall perform this Project at State facilities at no cost to RCR.

1.2.2. The RCR Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.

1.2.3. The RCR Team shall honor all holidays observed by RCR or the State, although with permission, may choose to work on holidays and weekends.

1.3. Project Management

1.3.1. The State shall approve the Project Management Methodology used for the Project.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT I
WORK PLAN

1.3.2. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

1.3.3. A Project folder created within the State eStudio 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. The State Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State Team. Version control of all Documentation is expected and shall be loaded to the State document management system.

1.4. Project Schedule

1.6.1. Deployment is planned to begin on or around May 30, 2013 with a planned go-live date on or around September 1, 2013.

1.5. Reporting

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

1.6. User Training and Change Management

1.6.1 Training is more fully described in Exhibit E: Implementation Services.

1.6.2 The State Project Manager and the RCR Project Manager in conjunction with the State DoIT Staff will ensure formal, written approval of all changes prior to the changes taking place are approved and communicated. No verbal authorization shall allow RCR to begin working on a change before the formal process is fully analyzed, documented and approved in writing.

1.9. Performance and Security Testing

1.9.1. The RCR Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.

1.9.2. The State shall work with RCR on performance testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

2.1. RCR Team Roles and Responsibilities

2.1.1. RCR Team Project Executive

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT I
WORK PLAN

2.1.2. RCR Team Project Manager

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

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

2.1.3. RCR Team Analysis

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

- 2.1.3.1. Construct and confirm application test case scenarios;
- 2.1.3.2. Produce application configuration definitions and configure the applications;
- 2.1.3.3. Conduct testing of the configured application;
- 2.1.3.4. Produce functional Specifications for extensions, conversions, and interfaces;

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT I
WORK PLAN

- 2.1.3.5. Assist the State in the testing of extensions, conversions, and interfaces;
- 2.1.3.6. Assist the State in execution of the State's Acceptance Test;
- 2.1.3.7. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- 2.1.3.8. Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- 2.1.3.9. Assist with the transition to production.

2.1.4. RCR Team Tasks

The RCR Team shall assume the following tasks:

- 2.1.4.1. Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- 2.1.4.2. Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- 2.1.4.3. Development and Documentation of installation procedures; and
- 2.1.4.4. Development and execution of unit test scripts;
- 2.1.4.5. Unit testing of conversions and interfaces developed; and
- 2.1.4.6. System Integration Testing.

2.2. State Roles and Responsibilities

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

2.2.1. State Project Manager

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

- 2.2.1.1. Plan and conduct a kick-off meeting with assistance from the RCR Team;
- 2.2.1.2. Assist the RCR Project Manager in the development of a detailed Work Plan;
- 2.2.1.3. Identify and secure the State Project Team members in accordance with the Work Plan;

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT I
WORK PLAN

2.2.1.4. Define roles and responsibilities of all State Project Team members assigned to the Project;

2.2.1.5. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;

2.2.1.6. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;

2.2.1.7. Inform the RCR Project Manager of any urgent issues if and when they arise; and

2.2.1.8. Assist the RCR Team staff to obtain requested information if and when required to perform certain Project tasks.

2.2.2. State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application Teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

2.2.2.1. Be the key user and contact for their Agency or Department;

2.2.2.2. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;

2.2.2.3. Assist in validating and documenting user requirements, as needed;

2.2.2.4. Assist in mapping business requirements;

2.2.2.5. Assist in constructing test scripts and data;

2.2.2.6. Assist in system, integration, and Acceptance Testing;

2.2.2.7. Assist in performing conversion and integration testing and data verification;

2.2.2.8. Attend Project meetings when requested; and

2.2.2.9. Assist in training end users in the use of the RCR Software Solution and the business processes the application supports.

2.2.3. State Testing Administrator

The State's Testing Administrator will assist with RCR testing efforts. Responsibilities include:

2.2.3.1. Assist RCR in coordinating the development of system, integration, performance, and Acceptance Test plans;

2.2.3.2. Assist RCR in coordinating system, integration, performance, and Acceptance Tests;

2.2.3.3. Assist RCR in chairing test review meetings;

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT I
WORK PLAN

2.23.4. Assist RCR in coordinating the State's Team and external third parties involvement in testing;

2.2.3.5. Assist RCR in ensuring that proposed process changes are considered by process owners;

2.2.3.6. Assist RCR in establishing priorities of Deficiencies requiring resolution; and

2.2.3.7. Assist RCR in tracking Deficiencies through resolution.

3. INTERFACES

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

Table 3.1: In-Scope Interfaces

- Community Mental Health Centers ↔ Web-based Training and Certification System
- Web-based Training and Certification System ↔ BHAS System
- Community Mental Health Centers ↔ BHAS System
- Department of Health and Human Services ↔ Web-based Training and Certification System
- Department of Health and Human Services ↔ BHAS System

Responsibility for developing interfacing is the Vendor

Intent for all parties to upload and download from BHAS System and Web based Training and Certification System.

3.1. Interface Responsibilities

3.1.1. The RCR Team shall provide the State RCR Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The RCR Team shall identify the APIs the State should use in the design and development of the interface.

3.1.2. The RCR Team shall lead the State with the mapping of legacy data to the RCR Applications.

3.1.3. The RCR Team shall lead the review of functional and technical interface Specifications.

3.1.4. The RCR Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.

3.1.5. The RCR Team shall document the functional and technical Specifications for the interfaces.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT I
WORK PLAN

3.1.6. The RCR Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.

3.1.7. The RCR Team shall develop and Unit Test the interface.

3.1.8. The State and the RCR Team shall jointly verify and validate the accuracy and completeness of the interface.

3.1.9. The State shall document the technical changes needed to legacy systems to accommodate the interface.

3.1.10. The State shall develop and test all legacy application changes needed to accommodate the interface.

3.1.11. The State and the RCR Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.

3.1.12. The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.

The State is responsible for documenting the procedures required to run the interfaces in production.

The State is responsible for the scheduling of interface operation in production.

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT I
 WORK PLAN

4. PRELIMINARY WORK PLAN

The RCR Project Manager will use Microsoft Project to manage the NH 2.0 Project. Artifacts that will be used throughout the Project including: Risk Management Plan, Issues Log, Communications Plan, Change Control Plan, Project Status Report, Meeting Templates and Lessons Learned Plan.

The following Table 4.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 4.1: High Level Preliminary NH Project Plan

ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names
1	New Hampshire BHAS 2.0 Project	52 days	Sat 12/1/12	Mon 2/11/13		
2	Project Initiation Phase	8.5 days	Sat 12/1/12	Wed 12/12/12		
3	Move BHAS 1.4 to Hosted Environment	2 days	Sat 12/1/12	Mon 12/3/12		Keith
4	Project Kickoff Meeting	1 day	Sat 12/1/12	Sat 12/1/12		Jerry
5	State of NH and RCR Project Team Review of BHAS 1.4 Functionality	1 day	Mon 12/3/12	Mon 12/3/12	4	Jerry, Keith, NH PM
6	Review all NH BHAS 2.0 Requirements	1 day	Tue 12/4/12	Tue 12/4/12	5	Jerry, NH PM, Key Project Team
7	Gain Approval from Project Governance Board (PGB) to Move Forward	0.5 days	Wed 12/12/12	Wed 12/12/12	11	Robert, Whitney, Jeff, Jerry
8	<i>Project Initiation Phase Complete</i>	<i>0 days</i>	<i>Wed 12/12/12</i>	<i>Wed 12/12/12</i>	<i>3,4,5,6,7</i>	
9	Description Phase	12.5 days	Wed 12/5/12	Fri 12/21/12		
10	Create BHAS 1.4 to BHAS 2.0 (NH) GAP Analysis Deliverables	4 days	Wed 12/5/12	Mon 12/10/12	6	Jerry, Keith, Key Project Team Members, NH PM, NH SME 2
11	Update Project Plan for GAP Analysis Deliverables (GADs)	1 day	Tue 12/11/12	Tue 12/11/12	10	Jerry
12	User Interface Specification(s)	3 days	Thu 12/6/12	Mon 12/10/12		Keith, Sathish, NH SME 1
13	Business Use Case(s)	4 days	Tue 12/11/12	Fri 12/14/12	12	Sathish
14	Process Flow Document(s)	2 days	Mon 12/17/12	Tue 12/18/12	13	Keith, Sathish
15	Review technical design and architectural specifications for the solution.	0.5 days	Wed 12/19/12	Wed 12/19/12	14	Keith, Sathish
16	Review documented requirements, functional specifications, business use cases and other supporting documentation.	1 day	Wed 12/19/12	Thu 12/20/12	15	Keith, Sathish, Nupur, Raji
17	Conduct design review meetings with the Business Analysts and Partners in order to clarify and confirm solution	1 day	Thu 12/20/12	Fri 12/21/12	16	Jerry, Keith, NH SME 1, NH SME 2, Sathish
18	<i>Description Phase Complete</i>	<i>0 days</i>	<i>Fri 12/21/12</i>	<i>Fri 12/21/12</i>	<i>12,13,14,1</i>	
19	<i>Construction Phase</i>	<i>23 days</i>	<i>Fri 12/21/12</i>	<i>Wed 1/23/13</i>		

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT I
 WORK PLAN

ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names
20	Conduct meetings to confirm requirements, technical design and architectural specifications to create specific Developer work assignments.	1.5 days	Fri 12/21/12	Mon 12/24/12	18	Jerry,Keith,Nupur,Sathish,Raji
21	Complete software development and check-in the updated code into ClearCase.	14 days	Wed 12/26/12	Mon 1/14/13	20	Nupur
22	Implement database changes and check-in the database scripts into ClearCase.	2 days	Thu 1/10/13	Fri 1/11/13		Sathish
23	Conduct code reviews.	3 days	Mon 1/14/13	Wed 1/16/13	22	Nupur,Willie
24	Complete unit testing of software changes.	3 days	Thu 1/17/13	Mon 1/21/13	23	Nupur
25	Deploy modified code to the DEV environment and distribute Release Notes.	1 day	Tue 1/22/13	Tue 1/22/13	24	Keith
26	Post deliverables and supporting work product documentation to SharePoint.	0.5 days	Wed 1/23/13	Wed 1/23/13	25	Nupur,Raji
27	Develop all Scripts for SIT	5 days	Tue 1/15/13	Mon 1/21/13	21	Raji,Sathish
28	Construction Phase Complete	0 days	Wed 1/23/13	Wed 1/23/13	20,21,22,2	
29	System Integration Testing (SIT)	6.5 days	Wed 1/23/13	Thu 1/31/13		
30	Run all SIT Scripts	2 days	Wed 1/23/13	Fri 1/25/13	28	Raji
31	Fix all Defects and Document in ClearQuest	2 days	Thu 1/24/13	Fri 1/25/13		Keith,Nupur,Sathish
32	Develop UAT Scripts	3 days	Mon 1/28/13	Wed 1/30/13	31	Raji,NH QA1,NH QA2,NH QA3
33	Project Team Approves System for UAT	1 day	Thu 1/31/13	Thu 1/31/13	32	Jerry,Keith,NH PM,NH QA1,NH
34	System Integration Testing (SIT) Complete	0 days	Thu 1/31/13	Thu 1/31/13	30,31,32	
35	UAT Testing	52 days	Sat 12/1/12	Mon 2/11/13		
36	Run all UAT Scripts	5 days	Fri 2/1/13	Thu 2/7/13	34	NH QA1,NH QA2,NH QA3
37	Fix any Defects and Document in ClearQuest	2 days	Fri 2/8/13	Mon 2/11/13	36	Keith,Nupur
38	System Ready for Approval from PGB	1 day	Sat 12/1/12	Sat 12/1/12		Jerry,Keith,Nupur,Sathish
39	UAT Testing Complete	0 days	Mon 2/11/13	Mon 2/11/13	36,37,38	

STATE OF NEW HAMPSHIRE
 NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES
 BUREAU OF BEHAVIORAL HEALTH (BBH)
 STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
 CONTRACT 2013-007 – PART 3
 EXHIBIT I
 WORK PLAN

ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names
40	Præd Foundation Tasks	55 days	Sat 12/1/12	Thu 2/14/13		
41	Establish versions of CANS and ANSA to be trained	5 days	Sat 12/1/12	Thu 12/6/12		Dr. Lyons Team
42	Develop Glossary	5 days	Sat 12/1/12	Thu 12/6/12		Dr. Lyons Team
43	Complete Filming of video clips for CANS	10 days	Fri 12/7/12	Thu 12/20/12	42	Dr. Lyons Team
44	Complete CANS practice vignettes	10 days	Fri 12/7/12	Thu 12/20/12	42	Dr. Lyons Team
45	Complete video clips for ANSA	10 days	Fri 12/21/12	Thu 1/3/13	43	Dr. Lyons Team
46	Complete CANS test vignettes	10 days	Fri 12/21/12	Thu 1/3/13	44	Dr. Lyons Team
47	Complete ANSA practice vignettes	5 days	Fri 1/4/13	Thu 1/10/13	45	Dr. Lyons Team
48	Complete ANSA test vignettes	5 days	Fri 1/11/13	Thu 1/17/13	47	Dr. Lyons Team
49	Complete Installation of CANS items into site	5 days	Fri 1/18/13	Thu 1/24/13	48	Dr. Lyons Team
50	Complete installation of ANSA items into site	5 days	Fri 1/18/13	Thu 1/24/13	48	Dr. Lyons Team
51	Complete installation of CANS vignettes	5 days	Fri 1/25/13	Thu 1/31/13	49	Dr. Lyons Team
52	Complete Installation of ANSA vignettes	5 days	Fri 1/25/13	Thu 1/31/13	50	Dr. Lyons Team
53	Complete testing of both CANS and ANSA	10 days	Fri 2/1/13	Thu 2/14/13	52	Dr. Lyons Team
54	Præd Foundation Tasks Complete	0 days	Thu 2/14/13	Thu 2/14/13	41,42,43,4	

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT J
SOFTWARE LICENSE

1. DOCUMENTATION COPIES

RCR shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the 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.

2. RESTRICTIONS

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

- 3.1. Remove or modify any program markings or any notice of RCR's proprietary rights;
- 3.2. 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
- 3.3. Cause or permit reverse engineering, disassembly or recompilation of the programs.

3. TITLE

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

4. VIRUSES

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

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

5. SOFTWARE NON-INFRINGEMENT

RCR 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, RCR shall defend and indemnify the State against the claim provided that the State:

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT J
SOFTWARE LICENSE

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 RCR believes or it is determined that any of the Material may have violated someone else's intellectual property rights, RCR 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, RCR may end the license, and require return of the applicable Material and refund all fees the State has paid RCR under the Contract. RCR will not indemnify the State if the State alters the Material without RCR's consent or uses it outside the scope of use identified in RCR'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. RCR will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by RCR. RCR will 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 RCR without RCR's consent.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Services

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

1.2. SaaS System

RCR warrants that the SaaS System, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning, compliant with the requirements of the Contract, and will 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 RCR's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if RCR cannot substantially correct such breach in a commercially reasonable manner, the State may terminate this agreement and recover the fees paid to RCR 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 RCR cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to RCR for the Deficient services.

1.3. Non-Infringement

RCR warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and SaaS System ("Material") provided under this Contract, and that such Services, equipment, and SaaS System 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

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

1.5 Compatibility

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

1.6 Services

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1.7 Personnel

RCR 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

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.

2. WARRANTY SERVICES

RCR 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 include, without limitation, the following:

2.1. Maintain the System Software in accordance with the Specifications and Terms of the Contract;

2.2. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;

2.3. RCR shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and seven (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;

2.4. On-site additional Services within four (4) business hours of a request;

2.5. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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

2.7. RCR must work with the State to identify, document and troubleshoot Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and

2.8. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by RCR no later than five (5) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event RCR fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare RCR in default, terminate the Contract, in whole or in part, without penalty

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

or liability to the State; 2) return RCR's product and receive a full refund for all amounts paid to RCR, including but not limited to, any applicable license fees within (90) days of notification to RCR 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 RCR 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 will continue for the duration of the contract period.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 - PART 3
EXHIBIT L
TRAINING SERVICES

Training is more fully described in Exhibit E: Implementation Services.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT M
NH DHHS RFP 2013-007 (WITH ADDENDA) INCORPORATED

NH DHHS RFP 2013-007, with all included addenda, are included by reference as binding Deliverables to this Contract.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT N
VENDOR PROPOSAL BY REFERENCE

RCR Proposal to the Department of Health and Human Services, Bureau of behavioral Health, dated October 5, 2012, is incorporated herein by reference.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF BEHAVIORAL HEALTH (BBH)
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM
CONTRACT 2013-007 – PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

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

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 RCR Technology Corporation doing business in New Hampshire as RCR Tech NorthEast, a(n) Indiana corporation, is authorized to transact business in New Hampshire and qualified on December 9, 2011. 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 1st day of May, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Fred Robinson Director of Operations of the
(Corporation Representative Name) (Corporation Representative Title)
RCR Technology Corporation, Inc. do hereby certify that:
(Corporation Name)

(1) I am the Director of Operations of the
(Corporation Representative Title)

RCR Technology Corporation, Inc. an Indiana corporation (the
"Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

1st day of February, 20 13, which meeting was duly held in accordance with

Indiana law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Information Technology services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

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

Robert C. Reed President Name

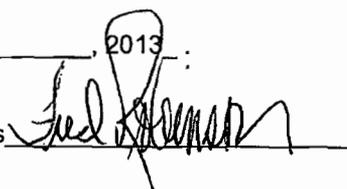
Sharon R. Reed Vice President Name

Sharon R. Reed Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Director of Operations
(Title)

of the Corporation and have affixed its corporate seal this 1st day of February, 2013:

Fred Robinson/Director of Operations
(Name and Title)



(Seal)

STATE OF Indiana

COUNTY OF Marion

On this the 1st day of Feb., 2013, before me, Nicole Burt-Morris the undersigned officer,

personally appeared Fred Robinson who acknowledge her/himself to be the

Director of Operations of BCR Technology, a corporation, and that
she/he, as (Title) (Name of Corporation)

such Director of Operations being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Fred Robinson

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



Notary Public/Justice of the Peace

My Commission expires:

11/27/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2013

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

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

PRODUCER City Securities Insurance, LLC 8900 Keystone Crossing Suite 300 Indianapolis IN 46240	CONTACT NAME: Shellie Bragg	
	PHONE (A/C No. Ext): (317) 844-0273 FAX (A/C No.): (317) 972-7142 E-MAIL ADDRESS: sbragg@citysecurities.com	
INSURED RCR TECHNOLOGY CORPORATION 251 N ILLINOIS ST STE 1150 INDIANAPOLIS IN 46204	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company Ltd	11000
	INSURER B: Rated by Multiple Companies	00914
	INSURER C: Hartford Fire Ins Co	19682
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL134908875 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	36SBAUW5842	3/26/2013	3/26/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	36UECJG4189	2/10/2013	2/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ TERR \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	36SBAUW5842	3/26/2013	3/26/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	36WECJI1018	3/26/2013	3/26/2014	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			00TE0263574-13	3/26/2013	3/26/2014	1,000,000 Limit \$15,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
State of New Hampshire is named as additional insured where their interest may appear.

CERTIFICATE HOLDER

State of New Hampshire

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S Wells, CIC, AAI/SLB

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

251 N. Illinois Street, Suite 1150
Indianapolis, IN 46204

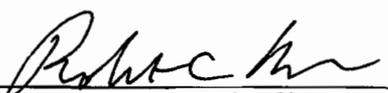
Check if there are workplaces on file that are not identified here.

RCR Technology Corp
(Contractor Name)

From: 3/28/2013
(Period Covered by this Certification)

To: 12/31/2017

Robert C. Reed - President and CEO
(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

3/28/2013
(Date)

Contractor Initials: RCR
Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 3/28/2013 through 10/31/2017

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

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

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



(Contractor Representative Signature)

Robert C. Reed, President and CEO

(Authorized Contractor Representative Name & Title)

RCR Technology Corp.

(Contractor Name)

3/28/2013

(Date)

Contractor Initials: 

Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials: BR

Date: 3/28/13

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Initials: RR
Date: 3/28/13

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Robert C. Reed, President and CEO
(Authorized Contractor Representative Name & Title)

RCR Technology Corp.
(Contractor Name)

3/28/2013
(Date)

Contractor Initials: RR
Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Robert C. Reed, President and CEO

(Authorized Contractor Representative Name & Title)

RCR Technology Corp.

(Contractor Name)

March 28, 2013

(Date)

Contractor Initials: RR

Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



(Contractor Representative Signature)

Robert C. Reed, President and CEO

(Authorized Contractor Representative Name & Title)

RCR Technology Corp.

(Contractor Name)

March 28, 2013

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DHHS-DCBCS

Bureau of Behavioral Health

The State Agency Name

RCR Technology Corp.

Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Erik Riera

Name of Authorized Representative

Robert C. Reed

Name of Authorized Representative

Bureau Administrator

Title of Authorized Representative

President and CEO

Title of Authorized Representative

6-20-13

Date

3/28/2013

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

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

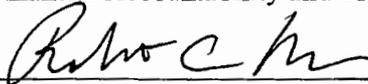
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Robert C. Reed, President and CEO

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

RCR Technology Corp.

3/28/2013

(Contractor Name)

(Date)

Contractor initials: RR
Date: 3/28/13
Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 061069550

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

Contractor initials: OR
Date: 3/28/13
Page # 2 of Page # 2