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

Peter C. Hastings
Commissioner

July 8, 2013

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

REQUESTED ACTION

1) Authorize the Department Information Technology (“DoIT”) to enter a **Sole Source** contract amendment (PO #1001433) to an existing Contract with RTM Designs (VC # 171274), of Hendersonville NC, by increasing the contract amount by \$102,533 from \$128,444, to \$230,977 for hosting, maintenance, and support for the Refer7 software application.

2) Further authorize the Department of Information Technology to exercise an option for extension plus one year, by extending the contract expiration date from July 31, 2013 to July 31, 2016 upon approval of Governor and Executive Council. Funding is comprised of **39% Federal funds, 61% General funds**

Funds are available for Fiscal Years 2014 and 2015 as identified below and shall be allocated as budgeted in Fiscal Year 2016 contingent upon continued appropriations with the authority to adjust encumbrances in each of the state fiscal years if needed and justified.

Fiscal Year	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT# DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	Job #	Amount
	CLASS CODE-ACCOUNT CODE -OBJ (ACCOUNT) DESC		
2014	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950085	\$33,075.00
2015	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950085	\$34,729.00
2016	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950085	\$34,729.00
Grand Total			\$102,533.00

EXPLANATION

This amendment is submitted **sole source** because Refer7 software is proprietary and there is no other vendor that can provide the software support, maintenance, and enhancements required by the Department of Health and Human Services, Bureau of Elderly and Adult Services. In addition, this application is the core of the Elderly and Adult Services Program and DHHS has no money or plans to replace it; therefore, they wish to extend for three years. The first two years of this extension were included in the original contract extension option. The third year August 1, 2015 through July 31, 2016, is an additional sole source year to maximize continuity of services.

RTM Designs provides the Bureau of Elderly and Adult Services and the community ServiceLink Resource Center Network ("SLRC") with an integrated database and information and referral resource tracking system called Refer7. Refer7 allows the Bureau of Elderly and Adult Services and the ServiceLink centers to centrally manage program activity conducted statewide at all 13 ServiceLink offices. The system is used for call management, information & referral, general needs assessment, resource tracking, and a web-based community resource search engine. The system tracks all contacts and calls made to the ServiceLink Centers, client demographics, service referrals, and unmet service needs. Refer7 has allowed Bureau of Elderly and Adult Services, the ServiceLink centers, and over 4,000 service agencies to develop a comprehensive and detailed database of long term care options and support for older adults, adults with disabilities or chronic illnesses, and caregivers and their families. Refer7 provides Bureau of Elderly and Adult Services and the ServiceLink centers with a searchable website available to the public where individuals can search for services in their community. Refer7 is vital to the day-to-day operations of the SLRC and over 65 staff utilize the system. The SLRC staff have been certified and trained as Information and Referral Specialists in the field of Aging. Since the implementation of the system in 2004, more than 300,000 contacts have been recorded. Refer7 is essential to BEAS and SLRC to ensure ongoing program operations, promote and support individual and family direction, and the generation of program evaluation data and statistics to support client need and substantiate state and federal funding for SLRC and BEAS grants.

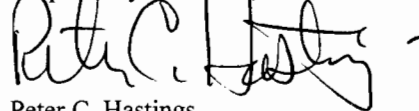
This amendment allows RTM Designs to make changes to the State Health Insurance Assistance Program (SHIP) forms, Family Caregiver forms and Grandparent/Relative Caregiver forms so as to fulfill federal requirements. It also creates a contingency fund for federally required enhancements averaging \$9,892.00 per year for three years, allowing Bureau of Elderly and Adult Services to quickly make federally mandated technical and service modifications. Lastly, the amendment modifies the change control procedure of the basic contract, requiring any change implemented through the contingency fund.

In 2003, the Bureau of Elderly and Adult Services in partnership with the University of New Hampshire ("UNH") was awarded an Aging and Disability Resource Center grant. The grant required grantees to log all program activity utilizing an automated system for information and referral purposes.

Through a competitive bidding process, the Bureau of Elderly and Adult Services and UNH issued a request for proposal and received proposals from eleven (11) vendors. The five highest scoring bidders (based on a Composite Technical Score) performed demonstrations, and RTM Designs was selected to provide Refer7 Software. Refer 7 was utilized by the Bureau of Elderly and Adult Services for five years and when the funding from the University of New Hampshire terminated, the Department of Health and Human Services elected to continue using the system and entered into a new contract. The Governor and Executive Council approved the original contract on July 15, 2009, item # 6. Contract Amendment A was approved on September 22, 2010 Item #27.

In the event Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Peter C. Hastings
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
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Peter C. Hastings
Commissioner

June 19, 2013

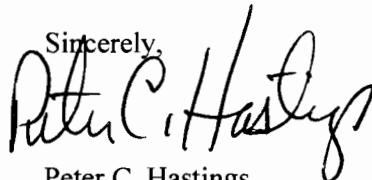
Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment (#2009-2013 Amendment B) with RTM Designs (VC # 171274), of Hendersonville, NC. The amendment is further described below and referenced as DoIT #2009-2013B.

This amendment extends the hosting, maintenance, and support services provided by RTM Designs for the integrated database, information, and referral resource tracking system called Refer7. It also adds contingency funds in the amount of \$29,675, allowing Department of Health and Human Services, Bureau of Elderly and Adult Services (BEAS) to quickly make federally mandated technical and service modifications. This amendment will increase the total contract value by \$102,533 from \$128,444, for a total contract value not to exceed \$230,977. The amendment shall be effective upon Governor and Executive Council approval.

A copy of this letter will accompany the Department of Information Technology's submission to Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings

PCH/ltn
2009-2013B
A&E RID #14173

cc: Wendy Aultman

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-2013, on July 15, 2009, Item #6 and amended on September 22, 2010, Item #27 (herein after referred to as the "Agreement"), RTM Designs agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology on behalf of the Department of Health and Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 12:17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the Contract price by \$102,533 from \$128,444 to a new total contract price of \$230,977.

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

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

The Agreement is hereby amended as follows:

1. The Statement of Work of the Agreement is amended by:
 - 1.1 Changing Block 1.8 of the General Provisions by increasing the Price Limitation by \$102,533 from \$128,444 to \$230,977.
 - 1.2 Amending Block 1.7 Completion Date of the General Provisions to July 31, 2016.
2. Exhibit A of the Agreement is further amended by adding Section 2.2 of Amendment A – Activities / Deliverables / Milestones as described below:

2.2 Implementation Schedule Amendment A – Activities / Deliverables / Milestones

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
17	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2013
18	ReferWeb Public Access System	Hosted System	August 1, 2013
19	ReferNET Agency Update & Survey System	Hosted System	August 1, 2013
20	ReferNet On-line Reporting System	Hosted System	August 1, 2015
21	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2013
22	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2014
23	ReferWeb Public Access System	Hosted System	August 1, 2014
24	ReferNET Agency Update & Survey System	Hosted System	August 1, 2014

25	ReferNet On-line Reporting System	Hosted System	August 1, 2015
26	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2014
27	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2015
28	ReferWeb Public Access System	Hosted System	August 1, 2015
29	ReferNET Agency Update & Survey System	Hosted System	August 1, 2015
30	ReferNet On-line Reporting System	Hosted System	August 1, 2015
31	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2015

3. Exhibit B of the Agreement is amended as described below:

3.1 Replace Exhibit B, 1. Deliverable Payment Schedule, Firm Fixed Price with the following Paragraph.

Firm Fixed Price

This is a Firm-Fixed-Price Contract totaling \$230,977 for the period between the Effective Date through July 31, 2016. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

3.2 After Firm Fixed Price Table 1, amend Table 2 by adding the following:

Table 2: Amendment B Activity, Deliverable, or Milestone Price and Payment Table			
Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Cost
<i>Hosting - August 1, 2013 – July 31, 2014</i>			
17	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	\$11,000
18	ReferWeb Public Access System	Hosted System	\$ 3,500
19	ReferNET Agency Update & Survey System	Hosted System	\$ 2,000
	ReferNet On-line Reporting System	Hosted System	\$ 1,800
20	ReferNET Technical Support and System Upgrades	System Support and Upgrades	\$ 5,986
		<i>Sub-Total</i>	<i>\$24,286</i>
<i>Hosting - August 1, 2014 – July 31, 2015</i>			
21	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	\$11,000
22	ReferWeb Public Access System	Hosted System	\$ 3,500
23	ReferNET Agency Update & Survey System	Hosted System	\$ 2,000
	ReferNet On-line Reporting System	Hosted System	\$ 1,800
24	ReferNET Technical Support and System Upgrades	System Support and Upgrades	\$ 5,986
		<i>Sub-Total</i>	<i>\$24,286</i>
<i>Hosting - August 1, 2015 – July 31, 2016</i>			
25	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	\$11,000
26	ReferWeb Public Access System	Hosted System	\$ 3,500
27	ReferNET Agency Update & Survey System	Hosted System	\$ 2,000

	ReferNet On-line Reporting System	Hosted System	\$ 1,800
28	ReferNET Technical Support and System Upgrades	System Support and Upgrades	\$ 5,986
		Sub-Total	\$24,286
29	Contingency for Technical/Service Modifications SFY 14	To be determined by Change Control Process	\$8,789
30	Contingency for Technical/Service Modifications SFY 15	To be determined by Change Control Process	\$10,443
31	Contingency for Technical/Service Modifications SFY 16	To be determined by Change Control Process	\$10,443
		Sub-Total	\$29,675
		GRAND TOTAL	\$102,533

3.3 After Table 2, add Table 3 as follows:

Table 3: Additional Organizations			
Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Cost
1	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	\$917
2	ReferWeb Public Access System	Hosted System	\$292
3	ReferNET Agency Update & Survey System	Hosted System	\$167
4	ReferNet On-line Reporting System	Hosted System	\$150
5	ReferNET Technical Support and System Upgrades	System Support and Upgrades	\$499
		Total Cost to Add a New Organization	\$2,025

3.4 Replace Paragraph 2. **TOTAL CONTRACT PRICE**, as follows;

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 \$201,302.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs 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.

4. Table 2 Contract 2009-2016 – Summary of Contract and Amendments

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	G&C APPROVAL	CONTRACT AMOUNT
2009-2013	Master Contract	July 31, 2013	July 15, 2009 Item #6	\$89,944
2009-2013 A	Amendment A	July 31, 2013	Sept. 22, 2010 Item #27	\$38,500
2009-2013 B	Amendment B	July 31, 2016	Upon G&C Approval	\$102,533
	CONTRACT TOTAL			\$230,977

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

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

Linda Ross
Linda Ross
RTM Designs

Date: June 12, 2013

Corporate Signature Notarized:

STATE OF nc

COUNTY OF Buncombe

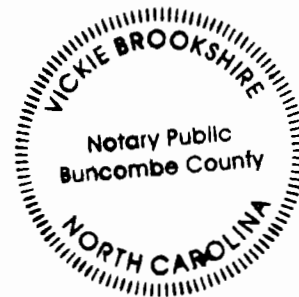
On this the 12 day of June, 2013, before me, Vickie Brookshire, the undersigned Officer Linda Ross, personally appeared and acknowledged her/himself to be the CEO, of RTM Designs, a corporation, and that she/he, as such CEO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as CEO.

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

Vickie Brookshire
Notary Public/Justice of the Peace

My Commission Expires: 10/20/14

(SEAL)



State of New Hampshire
Peter C. Hastings
Peter C. Hastings, Commissioner
Department of Information Technology

Date: 6/28/13

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

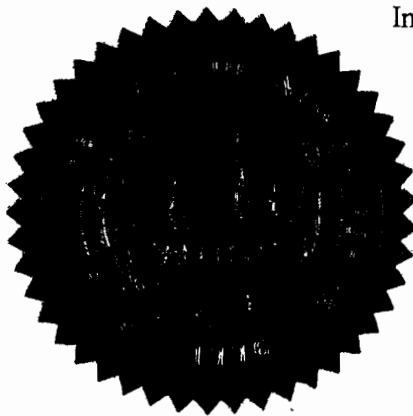
[Signature]
State of New Hampshire, Department of Justice

Date: 7/8/13

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 RTM Designs is a New Hampshire trade name registered on May 12, 2009 and that Linda N. Ross presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of May, A.D. 2013

William M. Gardner
Secretary of State



State of New Hampshire
New Hampshire Department of State
William M. Gardner
Secretary of State

Invoice Number: 5867278

Invoice Date: 05/29/2013 10:47 AM

User ID: 487

Billing Information

RTM Designs
172 Highlands Square
#301
Hendersonville, NC 28792

Product Description	Certification Number	Order Date	Qty	Pages	Item Cost	Extended	Amount Due
Corp Copies - Certificates Re: RTM Designs Contact: RTM Designs Customer Ref: RTM Designs Regarding Entity: RTM Designs Shipped Via: Mail	4160542	05/29/2013	1	1	5.00	5.00	Paid

Credit Balance as of 05/30/2013 11:19 AM: \$0.00

Payment Details:

Check #1975 for \$5.00(4160542:\$5.00,)

Invoice Total: \$5.00

Payment Total: \$5.00

Contact(s):

172 Highlands Square
#301
Hendersonville, NC 28792
United States

Amount Due: \$0.00

Include invoice number on all correspondence and send to:

New Hampshire Department of State
Attn: Accounts Receivable
107 N. Main St.
Concord, NH 03301

For questions regarding this invoice, contact Accounts Receivable at:

(603) 271-3242



Sole Proprietorship Certification of Authority

June 25, 2013

I, Linda N. Ross, hereby certify that I am the sole member of RTM Designs, a small business, sole proprietorship in the State of North Carolina.

I certify that I am authorized to bind the company as the sole member and owner. I understand that the State of New Hampshire will rely on this Certification as evidence that I have full authority to bind the company.

Linda N. Ross
Sole Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2013

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 Penny Insurance Agency 225 Sixth Ave West Hendersonville NC 28793	CONTACT NAME: Stacey Stepp PHONE (A/C, No, Ext): (828) 692-9171 FAX (A/C, No): (828) 693-0723	
	E-MAIL ADDRESS: stacey@pennyinsuranceagency.com	
INSURED Linda Ross 830 Sunlight Ridge Drive Hendersonville NC 28792		INSURER(S) AFFORDING COVERAGE INSURER A: Itt Hartford Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1262801766 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			20SBATA7207	6/5/2013	6/5/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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"/> PROJECT <input type="checkbox"/> LOC						\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WECNV4079	4/24/2013	4/24/2014	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER linda.ross@gmail.com State of New Hampshire Department of Information Technology Attn: Chief Information Officer 27 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stacey Stepp*/BRANDI <i>Stacey Stepp</i>
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Amendment A

2009-2013



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/doi

#27

CAC
9-22-10

RTM-

2009-2013
RID 9737

September 8, 2010

Peter C. Hastings
Interim Commissioner

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT") and the Department of Health and Human Services, Bureau of Elderly and Adult Services (DHHS BEAS) to enter a **Sole Source** contract amendment (#1001433 Amendment 1) to an existing Contract with RTM Designs (VC # 171274), of Hendersonville NC, to modify the change control procedures and to provide additional funds to perform changes to the NH ServiceLink ReferNET Software System in response to federal mandates. This Amendment will increase the total contract value by \$38,500 from \$89,944 to a total contract value not to exceed \$128,444. The Governor and Executive Council approved the original contract on July 15, 2009, item # 6. This Contract Amendment shall be effective upon Governor and Council approval through July 31, 2013. SFY 2011 funding is 78% Federal funds, 22% General funds, SFY 2012-13 is 50% Federal funds, 50% General funds.

Funds are available for Fiscal Year (FY) 2011 and shall be allocated as budgeted in SFYs 12, and 13 as identified below with the authority to adjust amounts if needed and justified between state fiscal years.

Fiscal Year	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -OBJ (ACCOUNT) DESC	Job #	Amount	Source
2011	05-95-48-481010-89250000-DHHS Commissioner 030-500311-Equipment General (New)	48130461	\$1,500	100% Fed
2011	05-95-48-481010-78720000-DHHS Commissioner 072-500575-Grants to Non-Profits (federal)	48130535	\$10,000	100% Fed
2011	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950120	\$9,000	50% Fed 50% Gen
	Subtotal FY 2011		\$20,500	
2012	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950120	\$9,000	50% Fed 50% Gen
	Subtotal FY 2012		\$9,000	
2013	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950120	\$9,000	50% Fed 50% Gen
	Subtotal FY 2013		\$9,000,	
	Grand total		\$38,500	

EXPLANATION

RTM Designs provides the BEAS and the ServiceLink Resource Center Network ("SLRC") with an integrated database and information and referral resource tracking system called Refer7. Refer7 allows BEAS and SLRC to centrally manage program activity conducted statewide at all 13 SLRC offices. The system is used for call management, information & referral, general needs assessment, resource tracking, and a web-based community resource search engine. The system tracks all contacts and calls made to SLRC, client demographics, service referrals, and unmet service needs. Refer7 has allowed BEAS, SLRC, and over 4,000 services agencies to develop a comprehensive and detailed database of long term care options and support for older adults, adults with disabilities or chronic illnesses, and caregivers and their families. Refer7 provides BEAS and SLRC with a searchable website available to the public where individuals can search for services in their community. This website is accessed through the SLRC home page and has logged over 7,000 searches in the last 7 months.

This Amendment allows RTM to make changes to the State Health Insurance Assistance Program (SHIP) forms, Family Caregiver forms and Grandparent/Relative Caregiver forms so as to fulfill federal requirements. It also creates a contingency fund of \$9,000 per year for three years, allowing BEAS to quickly make federally mandated technical and service modifications. Lastly, the amendment modifies the change control procedure of the basic contract, requiring any change implemented through the contingency fund to be approved by DoIT.

This Amendment is sole source because the amount exceeds 10% of the original contract and because the work must be done by the owner of the proprietary software.

Geographic Area to be Served

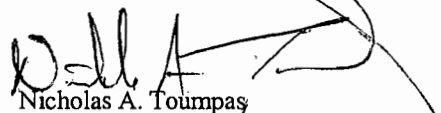
The services provided under this agreement are applicable to statewide collection and analysis of health care price and performance data.

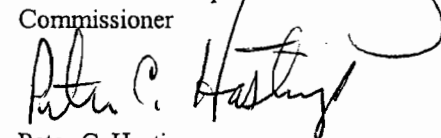
Source of Funds

Funds available in SFY 2011 in appropriation 05-95-48-481010-89250000-030-500311 are 100% Federal funds. Funds available in SFY 2011 in appropriation 05-95-48-481010-78720000-072-500575 are 100% Federal funds. The source funds for Class 27 in appropriation 01-03-03-030010-76950000- 046-500465 available in SFY 2011 in are 50% State General funds and 50% Federal funds. Funds are anticipated to be available in SFY 2012 and 2013 are based upon the same 50% State General funds and 50% Federal funds ratio.

In the event Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Nicholas A. Toumpas
Commissioner


Peter C. Hastings
Interim 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

Peter C. Hastings
Interim Commissioner

September 1, 2010

Nicholas A. 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 request to enter into a contract amendment (#2009-2013 Amendment 1) with RTM Designs (VC # 171274), of Hendersonville, NC. This Amendment will modify the Contract Change Control Procedures and provide additional funds to make changes to the NH ServiceLink Information and Referral Software System in response to federal mandates. The Contract is further described below and referenced as DoIT #2009-2013A.

This Amendment allows RTM to make changes to the ServiceLink State Health Insurance Assistance Program (SHIP) forms, Family Caregiver forms and Grandparent/Relative Caregiver forms so as to fulfill federal requirements. It also creates a contingency fund of \$9,000 per year for three years, allowing BEAS to quickly make federally mandated technical and service modifications. Lastly, the Amendment modifies the Change Control Procedure of the basic Contract, requiring any change implemented through the contingency fund to be approved by DoIT. This Amendment will increase the total contract value by \$38,500 from \$89,944 to a total contract value not to exceed \$128,444. The Contract shall be effective upon Governor and Council approval.

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

Sincerely,

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

Peter C. Hastings

PH/dcp
2009-2013A
A&E RID #9737

cc: Wendy Aultman
Kerri Coons

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-2013, on July 15, 2009, Item #6 (herein after referred to as the "Agreement"), RTM Designs agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 12:17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the Contract price by \$38,500 from \$89,944 to a new total contract price of \$128,444.

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

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

The Agreement is hereby amended as follows:

1. The Statement of Work of the Agreement is amended by:
 - 1.1 Changing Section 1.8 of the Statement of Work by increasing the Price Limitation by \$38,500 from \$89,944 to \$128,444.
 - 1.2 Replacing Section 9: *Change Orders*, as follows:

9. CHANGE ORDERS

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

RTM Designs 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 RTM Designs' requested Change Order within five (5) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from RTM Designs to the State, and the State acceptance of RTM Designs' estimate for a State requested change, will be acknowledged and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
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CONTRACT AMENDMENT A**

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.

All final Change Orders shall be approved in writing by the Department of Information Technology, shall include original problem statement, specifications, anticipated timeline, hourly rate, number of hours, and staff positions, and shall be subject to the Contract amendment process described in the Contract Agreement SOW, Section 12.17, as determined to apply by the State.

2. Exhibit A of the Agreement is further amended by adding Section 2.2 of Amendment A – Activities / Deliverables / Milestones as described below:

2.2 Implementation Schedule Amendment A – Activities / Deliverables / Milestones

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	SHIP (State Health Insurance assistance Program) Client Contact Form and Batch Upload Data File	Hosted System	
	A. Enhance and redesign the Refer7 SHIP Client Contact Form used by ServiceLink Resource Centers to increase documentation and reporting for personal contacts and counseling sessions. Detailed design instructions included as Attachment 1 to Exhibit A		Nov 5, 2010
	B. Produce a batch upload data file in the Centers for Medicare & Medicaid Services' (CMS) standard format for upload to the CMS national database, called SHIPTalk. The SHIP Client Contact form's data upload process shall be 100% error free, in accordance with CMS's guidelines to be eligible for the annual SHIP Performance Award.		Nov 19, 2010
2	Family Caregiver Forms and Summary Reports	Hosted System	Nov 5, 2010
	A. RTM Designs will develop and implement an automated form to collect data as part of the ServiceLink Resource Center Refer7 program. Detailed design instructions included as Attachment 1 to Exhibit A		
3	Grandparent/Relative Caregiver Form and	Hosted	Nov 5, 2010

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	Summary Report	System	
	A. RTM Designs will develop and implement an automated form to collect data as part of the ServiceLink Resource Center Refer7 program. Detailed design instructions included as Attachment 1 to Exhibit A		
4	Technical/Service Modifications SfY 11	Hosted System	To be determined by Change Control Process
5	Technical/Service Modifications SfY 12	Hosted System	To be determined by Change Control Process
6	Technical/Service Modifications SfY 13	Hosted System	To be determined by Change Control Process

2.3 Add Section 2.3: Amendment A Attachments to Contract Exhibit A as follows.

2.3 Amendment A Attachments to Contract Exhibit A

Attachment 1 To Exhibit A SHIP Form Modifications

This Attachment contains detailed directions for the construction of:

- A. SHIP Client Contact Form
- B. Client Contact Batch Upload File Specifications
- C. Value Tables
- D. Field Validation Rules

Data Fields and Commonality with Family or Grandparent/Relative Caregiver Forms

Where possible, common data fields should be shared between the SHIP Client Contact Form and the Family or Grandparent/Relative Caregiver Forms (Attachments 2 and 3 to Exhibit A). If data has been entered for a client on one form, it should carry through to other forms to eliminate duplicate data entry and disparate data.

Data fields with "Unknown" as one of the answers should be mandatory. The user cannot complete the form without one of the other answers or Unknown being selected.

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For fields requiring a Date of Birth and if it is entered, the system should automatically populate the age or age range. If the Date of Birth is not available, the user will select the appropriate age or age range.

All data elements in the 3 (three) new forms should be available for reporting through the standard Refer7 query tool.

Client Identifiers - To Be Used To Lookup Clients With More Than One Contact and Link All Such Contacts Together

Client Identifier Used by Your Agency or State	
Client Identifier Auto-Assigned by NPR - Optional	

Client Name and Contact Information - Optional	How Did Client Learn About SHIP
Client First Name _____	1 Previous Contact
Client Last Name _____	2 CMS / Medicare
Client Phone Number (____) - ____ - _____	3 Presentations
Representative First Name _____	4 Mailings
Representative Last Name _____	5 Another Agency

Client ZIP Code and County Code	6 Friend or Relative
ZIP Code of Client Residence	7 Media
County Code of Client Residence - Optional	8 State Website
	9 Other

Counselor and Agency	99 Not Collected
Counselor User ID	
Agency Code	
County Code of Counselor Location	
ZIP Code of Counselor Location	

Date of Contact		/		/		
Method of Contact	1 Phone Call					
	2 Face to Face at Counseling Location or Event Site					
	3 Face to Face at Client's Home or Facility					
	4 E-Mail					
	5 Postal Mail or Fax					

First vs Continuing Contact	
1	First Contact for Issue
2	Continuing Contacts for Issue

Client Age Group	Client Gender
1 64 or Younger	1 Female
2 65-74	2 Male
3 75-84	9 Not Collected
4 85 or Older	
9 Not Collected	

Client Primary Language Other Than English	
1	Primary Language Other Than English
2	English is Client's Primary Language
9	Not Collected

Client Monthly Income	Client Assets
1 Below 150% FPL	1 Below LIS Asset Limits
2 At or Above 150% FPL	2 Above LIS Asset Limits
9 Not Collected	9 Not Collected

Receiving or Applying for Social Security Disability or Medicare Disability	
1	Yes
2	No
9	Not Collected

Client Race-Ethnicity - Check all that Apply	
1	Hispanic, Latino, or Spanish Origin
2	White, Non-Hispanic
3	Black, African American
4	American Indian or Alaska Native
5	Asian Indian
6	Chinese
7	Filipino
8	Japanese
9	Korean
10	Vietnamese
11	Native Hawaiian
12	Guamanian or Chamorro
13	Samoan
14	Other Asian
15	Other Pacific Islander
16	Some Other Race-Ethnicity
99	Not Collected

Dual Eligible with Mental Illness / Mental Disability	
1	Yes
2	No
9	Not Collected

Vendor Initials *AKK*

PRESCRIPTION DRUG ASSISTANCE

Medicare Prescription Drug Coverage (Part D)

1	Eligibility/Screening
2	Benefit Explanation
3	Plans Comparison
4	Plan Enrollment/Disenrollment
5	Claims/Billing
6	Appeals/Grievances
7	Fraud and Abuse
8	Marketing/Sales Complaints or Issues
9	Quality of Care
10	Plan Non-Renewal

Part D Low Income Subsidy (LIS/Extra Help)

11	Eligibility/Screening
12	Benefit Explanation
13	Application Assistance
14	Claims/Billing
15	Appeals/Grievances

Other Prescription Assistance

16	Union/Employer Plan
17	Military Drug Benefits
18	Manufacturer Programs
19	State Pharmaceutical Assistance Programs
20	Other _____

MEDICARE (Parts A & B)

21	Eligibility
22	Benefit Explanation
23	Claims/Billing
24	Appeals/Grievances
25	Fraud and Abuse
26	Quality of Care

MEDICARE ADVANTAGE (HMO, POS, PPO, PFFS, SNP, MSA, Cost)

27	Eligibility/Screening
28	Benefit Explanation
29	Plans Comparison
30	Plan Enrollment/Disenrollment
31	Claims/Billing
32	Appeals/Grievances
33	Fraud and Abuse
34	Marketing/Sales Complaints or Issues
35	Quality of Care
36	Plan Non-Renewal

MEDICARE SUPPLEMENT/SELECT

37	Eligibility/Screening
38	Benefit Explanation
39	Plans Comparison
40	Claims/Billing
41	Appeals/Grievances
42	Fraud and Abuse
43	Marketing/Sales Complaints or Issues
44	Quality of Care
45	Plan Non-Renewal

MEDICAID

46	Medicare Savings Programs (MSP) Screening (QMB, SLMB, QI)
47	MSP Application Assistance
48	Medicaid (SSI, Nursing Home, MEPD, Elderly Waiver) Screening
49	Medicaid Application Assistance
50	Medicaid/QMB Claims
51	Fraud and Abuse

OTHER

52	Long Term Care (LTC) Insurance
53	LTC Partnership
54	LTC Other
55	Military Health Benefits
56	Employer/Federal Employee Health Benefits (FEHB)
57	COBRA
58	Other Health Insurance
59	Other _____

Total Time Spent on This Contact Date

HH	Hours	MM	Minutes
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Status

1	General Information and Referral
2	Detailed Assistance - In Progress
3	Detailed Assistance - Fully Completed
4	Problem Solving / Problem Resolution - In Progress
5	Problem Solving / Problem Resolution - Fully Completed

Nationwide and CMS Special Use Fields

01	02	03	04	05	06	07	08	09	10
----	----	----	----	----	----	----	----	----	----

Vendor Initials ACTR

State and Local Special Use Fields

01	02	03	04	05	06	07	08	09	10
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B. Client Contact Batch Upload File Specifications

Client Contact Batch Upload File Specifications

Field Position	Field name	Is Required (cannot be BLANK)	Data Type	Maximum Length	Comments
1	Action	Yes	Text	1	Refer to field explanation
2	State FIPS Code	Yes	Text	2	Refer to field explanation
3	Unique Record ID	Yes	Text	40	Refer to field explanation
4	Unique Client ID used by your Agency or State	Yes	Text	40	Refer to field explanation
5	Client First Name	No	Text	50	Optional field
6	Client Last Name	No	Text	50	Optional field
7	Client Phone Number	No	Text	20	May include phone extensions
8	Representative First Name	No	Text	50	Representative of Client
9	Representative Last Name	No	Text	50	Representative of Client
10	How Did Client Learn About the SHIP	Yes	Numeric	2	Refer to Value Table A
11	ZIP Code of Client Residence	Yes	Text	5	Refer to Zip Code Rule
12	FIPS County Code of Client Residence	No	Text	5	Client's State County code (Optional)
13	Counselor User ID	Yes	Numeric	6	NPR User ID of Counselor
14	Agency Code	Yes	Text	6	Refer to field explanation
15	FIPS County Code of Counselor Location	Yes	Text	5	Your County Code
16	ZIP Code of Counselor Location	Yes	Text	5	Refer to Zip Code Rule
17	Method of Contact	Yes	Numeric	1	Refer to Value Table F
18	Date of Contact	Yes	Date	10	e.g., 2/12/2010 e.g., 02/12/2010
19	First Vs Continuing Contact	Yes	Numeric	1	Refer to Value Table G
20	Client Age Group	Yes	Numeric	1	Refer to Value Table B
21	Client Gender	Yes	Numeric	1	Refer to Value Table C
22	Hispanic, Latino or Spanish Origin	No	Boolean	5	Refer to Boolean Type
23	White, Non-Hispanic	No	Boolean	5	Refer to Boolean Type
24	Black, African American	No	Boolean	5	Refer to Boolean Type

25	American Indian or Alaska Native	No	Boolean	5	<u>Refer to Boolean Type</u>
26	Asian Indian	No	Boolean	5	<u>Refer to Boolean Type</u>
27	Chinese	No	Boolean	5	<u>Refer to Boolean Type</u>
28	Filipino	No	Boolean	5	<u>Refer to Boolean Type</u>
29	Japanese	No	Boolean	5	<u>Refer to Boolean Type</u>
30	Korean	No	Boolean	5	<u>Refer to Boolean Type</u>
31	Vietnamese	No	Boolean	5	<u>Refer to Boolean Type</u>
32	Native Hawaiian	No	Boolean	5	<u>Refer to Boolean Type</u>
33	Guamanian or Chamorro	No	Boolean	5	<u>Refer to Boolean Type</u>
34	Samoan	No	Boolean	5	<u>Refer to Boolean Type</u>
35	Other Asian	No	Boolean	5	<u>Refer to Boolean Type</u>
36	Other Pacific Islander	No	Boolean	5	<u>Refer to Boolean Type</u>
37	Some Other Race / Ethnicity	No	Boolean	5	<u>Refer to Boolean Type</u>
38	Not Collected	No	Boolean	5	<u>Refer to Race-Ethnicity section Validation Rule</u>
39	Client Primary Language Other Than English	Yes	Numeric	1	<u>Refer to Value Table H</u>
40	Client Monthly Income	Yes	Numeric	1	<u>Refer to Value Table D</u>
41	Client Assets	Yes	Numeric	1	<u>Refer to Value Table E</u>
42	Receiving or Applying for Social Security Disability or Medicare Disability	Yes	Numeric	1	<u>Refer to Value Table I</u>
43	Dual Eligible with Mental Illness Mental Disability	Yes	Numeric	1	<u>Refer to Value Table K</u>
44	Eligibility/Screening	No	Boolean	5	<u>Refer to Boolean Type</u>
45	Benefit Explanation	No	Boolean	5	<u>Refer to Boolean Type</u>
46	Plans Comparison	No	Boolean	5	<u>Refer to Boolean Type</u>
47	Plans Enrollment/Disenrollment	No	Boolean	5	<u>Refer to Boolean Type</u>
48	Claims/Billing	No	Boolean	5	<u>Refer to Boolean Type</u>
49	Appeals/Grievances	No	Boolean	5	<u>Refer to Boolean Type</u>
50	Fraud and Abuse	No	Boolean	5	<u>Refer to Boolean Type</u>
51	Marketing/Sales Complaints or Issues	No	Boolean	5	<u>Refer to Boolean Type</u>
52	Quality of Care	No	Boolean	5	<u>Refer to Boolean Type</u>
53	Plan Non-Renewal	No	Boolean	5	<u>Refer to Boolean Type</u>

54	Eligibility/Screening	No	Boolean	5	<u>Refer to Boolean Type</u>
55	Benefit Explanation	No	Boolean	5	<u>Refer to Boolean Type</u>
56	Application Assistance	No	Boolean	5	<u>Refer to Boolean Type</u>
57	Claims/Billing	No	Boolean	5	<u>Refer to Boolean Type</u>
58	Appeals/Grievances	No	Boolean	5	<u>Refer to Boolean Type</u>
59	Union/Employer Plan	No	Boolean	5	<u>Refer to Boolean Type</u>
60	Military Drug Benefits	No	Boolean	5	<u>Refer to Boolean Type</u>
61	Manufacturer Programs	No	Boolean	5	<u>Refer to Boolean Type</u>
62	State Pharmaceutical Assistance Programs	No	Boolean	5	<u>Refer to Boolean Type</u>
63	Other	No	Text	255	If size of text is greater than 255, only the first 255 will be used.
64	Eligibility	No	Boolean	5	<u>Refer to Boolean Type</u>
65	Benefit Explanation	No	Boolean	5	<u>Refer to Boolean Type</u>
66	Claims/Billing	No	Boolean	5	<u>Refer to Boolean Type</u>
67	Appeals/Grievances	No	Boolean	5	<u>Refer to Boolean Type</u>
68	Fraud and Abuse	No	Boolean	5	<u>Refer to Boolean Type</u>
69	Quality of Care	No	Boolean	5	<u>Refer to Boolean Type</u>
70	Eligibility/Screening	No	Boolean	5	<u>Refer to Boolean Type</u>
71	Benefit Explanation	No	Boolean	5	<u>Refer to Boolean Type</u>
72	Plans Comparison	No	Boolean	5	<u>Refer to Boolean Type</u>
73	Plan	No	Boolean	5	<u>Refer to Boolean Type</u>

	Enrollment/Disenrollment				
74	Claims/Billing	No	Boolean	5	<u>Refer to Boolean Type</u>
75	Appeals/Grievances	No	Boolean	5	<u>Refer to Boolean Type</u>
76	Fraud and Abuse	No	Boolean	5	<u>Refer to Boolean Type</u>
77	Marketing/Sales Complaints or Issues	No	Boolean	5	<u>Refer to Boolean Type</u>
78	Quality of Care	No	Boolean	5	<u>Refer to Boolean Type</u>
79	Plan Non-Renewal	No	Boolean	5	<u>Refer to Boolean Type</u>
80	Eligibility/Screening	No	Boolean	5	<u>Refer to Boolean Type</u>
81	Benefit Explanation	No	Boolean	5	<u>Refer to Boolean Type</u>
82	Plans Comparison	No	Boolean	5	<u>Refer to Boolean Type</u>
83	Claims/Billing	No	Boolean	5	<u>Refer to Boolean Type</u>
84	Appeals/Grievances	No	Boolean	5	<u>Refer to Boolean Type</u>
85	Fraud and Abuse	No	Boolean	5	<u>Refer to Boolean Type</u>
86	Marketing/Sales Complaints or Issues	No	Boolean	5	<u>Refer to Boolean Type</u>
87	Quality of Care	No	Boolean	5	<u>Refer to Boolean Type</u>
88	Plan Non-Renewal	No	Boolean	5	<u>Refer to Boolean Type</u>
89	Medicare Savings Programs (MSP) Screening (QMB,SLMB,QI)	No	Boolean	5	<u>Refer to Boolean Type</u>
90	MSP Application Assistance	No	Boolean	5	<u>Refer to Boolean Type</u>
91	Medicaid (SSI, Nursing Home, MEPD, Elderly Waiver) Screening	No	Boolean	5	<u>Refer to Boolean Type</u>
92	Medicaid Application Assistance	No	Boolean	5	<u>Refer to Boolean Type</u>
93	Medicaid/QMB Claims	No	Boolean	5	<u>Refer to Boolean Type</u>
94	Fraud and Abuse	No	Boolean	5	<u>Refer to Boolean Type</u>

95	Long Term Care (LTC) Insurance	No	Boolean	5	Refer to Boolean Type
96	LTC Partnership	No	Boolean	5	Refer to Boolean Type
97	LTC Other	No	Boolean	5	Refer to Boolean Type
98	Military Health Benefits	No	Boolean	5	Refer to Boolean Type
99	Employer/Federal Employer Health Benefits (FEHB)	No	Boolean	5	Refer to Boolean Type
100	COBRA	No	Boolean	5	Refer to Boolean Type
101	Other Health Insurance	No	Boolean	5	Refer to Boolean Type
102	Other	No	Text	255	If size of text is greater than 255, only the first 255 will be used.
103	Hours Spent	Yes	Numeric	2	Less than or Equal to 24; e.g., 2
104	Minutes Spent	Yes	Numeric	2	Less than or Equal to 59; e.g., 15
105	Status	Yes	Numeric	1	Refer to Value Table L
106	Field 01	No	Text	10	Max 10 characters
107	Field 02	No	Text	10	Max 10 characters
108	Field 03	No	Text	10	Max 10 characters
109	Field 04	No	Text	10	Max 10 characters
110	Field 05	No	Text	10	Max 10 characters
111	Field 06	No	Text	10	Max 10 characters
112	Field 07	No	Text	10	Max 10 characters
113	Field 08	No	Text	10	Max 10 characters
114	Field 09	No	Text	10	Max 10 characters
115	Field 10	No	Text	10	Max 10 characters
116	Field 01	No	Text	10	Max 10 characters
117	Field 02	No	Text	10	Max 10 characters
118	Field 03	No	Text	10	Max 10 characters
119	Field 04	No	Text	10	Max 10 characters
120	Field 05	No	Text	10	Max 10 characters
121	Field 06	No	Text	10	Max 10 characters
122	Field 07	No	Text	10	Max 10 characters
123	Field 08	No	Text	10	Max 10 characters
124	Field 09	No	Text	10	Max 10 characters
125	Field 10	No	Text	10	Max 10 characters

126	Comments	No	Text	1000	Refer to field explanation
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C. Value Tables

How Did Client Learn About SHIP	
Value	Description
1	Previous Contact
2	CMS / Medicare
3	Presentations
4	Mailings
5	Another Agency
6	Friend or Relative
7	Media
8	State Website
9	Other
99	Not Collected

Method of Contact	
Value	Description
1	Phone Call
2	Face to Face at Counseling Location or Event Site
3	Face to Face at Client's Home or Facility
4	E-Mail
5	Postal Mail or Fax

First Vs Continuing Contact	
Value	Description
1	First Contact for Issue
2	Continuing Contacts for Issue

Client Age Group	
Value	Description
1	64 or Younger
2	65-74
3	75-84
4	85 or Older
9	Not Collected

Client Primary Language Other Than English	
Value	Description
1	Primary Language Other Than English
2	English is Client's Primary Language
9	Not Collected

Client Gender	
Value	Description
1	Female
2	Male
9	Not Collected

Receiving or Applying for Social Security Disability or Medicare Disability	
Value	Description
1	Yes
2	No
9	Not Collected

Note: For data validation, please follow 'Validation rule: Disability' under the Field_Validation_Rules tab

* Transgender code 3 dropped *

Client Race-Ethnicity - Coded as Boolean - All that Apply	
Value	Description

Client Monthly Income	
Value	Description
1	Below 150% FPL
2	At or Above 150% FPL
9	Not Collected

Client Assets	
Value	Description
1	Below LIS Asset Limits
2	Above LIS Asset Limits
9	Not Collected

Status	
Value	Description
1	General Information and Referral
2	Detailed Assistance - In Progress
3	Detailed Assistance - Fully Completed
4	Problem Solving / Problem Resolution - In Progress
5	Problem Solving / Problem Resolution - Fully Completed

1	Hispanic, Latino or Spanish Origin
2	White, Non-Hispanic
3	Black, African American
4	American Indian or Alaska Native
5	Asian Indian
6	Chinese
7	Filipino
8	Japanese
9	Korean
10	Vietnamese
11	Native Hawaiian
12	Guamanian or Chamorro
13	Samoan
14	Other Asian
15	Other Pacific Islander
16	Some Other Race/Ethnicity
99	Not Collected

Dual Eligible with Mental Illness / Mental Disability	
Value	Description
1	Yes
2	No
9	Not Collected

D. Field Validation Rules

The Client Contact form MUST be a Tab-Delimited file meaning each field separated from each other by a TAB spacing.
Naming Convention: The file name MUST start with the characters CC_ (CC followed by underscore)
The file will need to have an extension .txt. All other file extensions will be rejected.
The file can have any number of Contact records, each record in a separate line, one below the other.
Each Contact record (which is a one row) in the file will contain several fields, separated by a TAB space.
In a tab-delimited file, the number of fields in each row MUST be the same without exceptions.
File size limit: The file size cannot exceed 20 megabytes.
If a field does not have a valid value, the field MUST BE LEFT BLANK immediately followed by a TAB space, even if it is the last field in the row.

Field Position	The field position is static. The field position must be in the order, as given in this document. If the value for a field is not available, then the field position can be shifted to the next field using a tab space, in which case, the value for the field will be left blank.
Field Name	The field name refers to the CC-form field names.
Required / Non-blank	The column indicates if the value for a field can be left BLANK or not. If the column contains 'Yes', then the value for the field MUST NOT be blank. If the column contains 'No', then the field can be left blank. If a Required field is left blank, then the record in question will be rejected by the pre-processor.
Data Type	Data Type indicates the type of value that is acceptable for a given field. The data types and the descriptions are give below:
Numeric:	The value for a field of type Numeric can ONLY contain numbers. Alphabets or special symbols will NOT be accepted.
Text:	The value for a field of type Text can contain any character be it alphabets, numbers, special characters.
Date:	Value for a field of type "Date", MUST be of mm/dd/yyyy format. Acceptable values: 02/10/2009 2/10/2009
Boolean (True or False):	The acceptable values for a field of type 'Boolean' are 'Y', 'N', 'Yes', 'No', 'True', 'False'. The text is NOT CASE SENSITIVE. The text could be "yes", "no", "TRUE", "No", 'false', 'n', 'Y' etc. However, the values 1, 0 will NOT BE ACCEPTED.
Maximum Length	The maximum length is the maximum number of characters allowed for the value of a field. For example, a field with a maximum length of 10 can accommodate the following values: "Home Bound" ,"07/01/2009" etc

Field	Explanation
Action	The action MUST be one of the following values: A - Stands for 'Add'. Value 'A' indicates that the record is a new record never before submitted. U - Stands for 'Update'. Value 'U' indicates that an update is being requested for a previous record that matches the Agency Code + Unique Record ID being uploaded. D - Stands for 'Delete'. Value 'D' indicates that a delete operation is being requested for a record with the Agency Code + Unique Record ID being uploaded.
State FIPS Code	State FIPS Code for your State e.g., Alabama state FIPS code is 01
Unique Record ID	Each of the Client Contact records submitted via the File Upload process, MUST have a Unique Record Identifier (ID). The Unique Record ID will be helpful in identifying a record for making further changes to the record that has already been uploaded to NPR. The Unique Record ID will be generated by the agency or state that is uploading the file. Every Unique Record ID submitted via upload files MUST be unique not only for the batch being submitted, but also must be unique across the entire history of client contact records submitted by the State or Agency.
Unique Client ID used by your Agency or State	The Unique Client ID is a unique identifier for each Client in your agency or State. The Unique Client ID is to be used to identify clients with more than one contact and to link all such contacts together.
Agency Code	Use the Agency code that was granted to your agency by NPR. The agency code must be passed as a text with any leading zeros (0s) preserved.
Comments	Any free text comment entered by Counselor. If the field contains more than 1000 characters, the text will be trimmed to the first 1000 characters.

Validation: ZIP Code Rule

ZIP Code of Counselor Location	The ZIP Codes MUST be 5 digits in length. The leading zeroes MUST be preserved. The ZIP Code of Counselor Location MUST be associated with an appropriate County FIPS Code value. The ZIP Code of Counselor Location CANNOT be 99999.
ZIP Code of Client Residence	The ZIP Codes MUST be 5 digits in length. The leading zeroes MUST be preserved. If specified, the ZIP Code of Client Residence MUST be associated with an appropriate Client County of Residence FIPS Code value. Truly unobtainable ZIP Code of Client Residence should be coded as 99999.

Validation Rule: Race-Ethnicity section

Client Race-Ethnicity section	At least one of the fields of Race-Ethnicity Section MUST contain a Boolean True ('Y', 'yes', 'True' etc).
<u>Not Collected</u> field	When any field other than the 'Not Collected' field contain a Boolean True, the value of 'Not Collected' will be automatically set to 'N'.

Validation Rule: Disability (For Value Table I in Value_Tables tab)

Disability MUST be Boolean False (e.g., 'N') if Client Age Group is either 2, 3 or 4. For Client Age Group values, refer to Client Age Group table in Value_Tables tab.

The special fields provided in the 'Nationwide and CMS Special Use Fields' and 'State and Local Special Use Fields' sections can be at the maximum of 10 characters only and can include alphabets, numbers or special characters.

At least one topic selection Rule

At least one of the items from any of the Total Array of Topics MUST be selected. In other words, all topics cannot be left blank.

Additional field Validation rules are currently in development. An expanded set of field validation rules will be provided at a future date.

Attachment 2 To Exhibit A

Family Caregiver Form and Summary Report

This Attachment contains detailed directions for the construction of:

A. Family Caregiver Form

The form outlined below contains the data elements required for the Administration on Aging Annual State Performance Report.

B. Family Caregiver Summary Report

This report is a summary of the client information gathered in the Family Caregiver Form. The report is run by Federal Fiscal Year (October – September) for counts of clients served during that year.

Data Fields and Commonality with SHIP or Grandparent/Relative Caregiver Forms

Where possible, common data fields should be shared between the Family Grandparent/Relative Caregiver Forms and the SHIP Client Contact Form (Attachment 1 to Exhibit A). If data has been entered for a client on one form, it should carry through to other forms to eliminate duplicate data entry and disparate data.

Data fields with “Unknown” as one of the answers should be mandatory. The user cannot complete the form without one of the other answers or Unknown being selected.

For fields requiring a Date of Birth and if it is entered, the system should automatically populate the age or age range. If the Date of Birth is not available, the user will select the appropriate age or age range.

All data elements in the new forms should be available for reporting through the standard Refer7 query tool.

A. Family Caregiver Form

Specialist Name:	Research: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Initial Contact: __/__/__
	Rural: <input type="checkbox"/> Yes <input type="checkbox"/> No	Length of Time in Program: __[auto amt]__

Referral Source:	Services Utilized: (check all that apply)		
<input type="checkbox"/> Hospitals <input type="checkbox"/> Nursing or Rehab <input type="checkbox"/> ADRC <input type="checkbox"/> CILs <input type="checkbox"/> Home Health Agency <input type="checkbox"/> Adult Day <input type="checkbox"/> Individual	<input type="checkbox"/> Nursing care at home <input type="checkbox"/> Personal Care <input type="checkbox"/> Homemaker services <input type="checkbox"/> Chore services	<input type="checkbox"/> Respite Care <input type="checkbox"/> Caregiver Support <input type="checkbox"/> Support Group <input type="checkbox"/> Powerful Tools for CGs	<input type="checkbox"/> Home Delivered Meals <input type="checkbox"/> Home Modifications <input type="checkbox"/> Occupational Therapy <input type="checkbox"/> Assistive Technology <input type="checkbox"/> Environmental Services <input type="checkbox"/> Other Goods & Services [text field]

2.4 Section 1: Caregiver Specific Information

Name of Caregiver:		Ethnicity of Caregiver:	Marital Status of Caregiver:
Gender of Caregiver:		<input type="checkbox"/> Hispanic Origin <input type="checkbox"/> Non-Hispanic Origin <input type="checkbox"/> Unknown [can this be auto-filled from client contact sheet?]	<input type="checkbox"/> Never Married <input type="checkbox"/> Unknown <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Living with Partner <input type="checkbox"/> Widowed
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown	Age of Caregiver:		Race of Caregiver:
DOB __/__/__	Annual Income:	<input type="checkbox"/> White Alone <input type="checkbox"/> Black or African Amer. <input type="checkbox"/> Amer. Ind./Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Nat. Hawaiian/Pacific Islander <input type="checkbox"/> Two or more races <input type="checkbox"/> Some other race <input type="checkbox"/> Unknown	<input type="checkbox"/> Husband <input type="checkbox"/> Unknown <input type="checkbox"/> Wife <input type="checkbox"/> Partner <input type="checkbox"/> Son/Son-in-Law <input type="checkbox"/> Daughter/Daughter-in-Law <input type="checkbox"/> Other Relative <input type="checkbox"/> Non- Relative
<input type="checkbox"/> Under 60 <input type="checkbox"/> 60-74 <input type="checkbox"/> 75-84 <input type="checkbox"/> 85+ <input type="checkbox"/> Unknown	<input type="checkbox"/> \$0-20,000 <input type="checkbox"/> \$20,001-40,000 <input type="checkbox"/> \$40,001-60,000 <input type="checkbox"/> Over \$60,000 <input type="checkbox"/> Unknown		

Section 2: Care Recipient Specific Information

Name of Care Recipient:		Functional Impairments Status	Cognitive Impairment
Gender of Care Recipient:		<input type="checkbox"/> 0 ADLs <input type="checkbox"/> 4 ADLs <input type="checkbox"/> 1 ADL <input type="checkbox"/> 5 or more ADLs <input type="checkbox"/> 2 ADLs <input type="checkbox"/> Unknown <input type="checkbox"/> 3 ADLs	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown	Age of Care Recipient:		Assets:
DOB __/__/__	Living Arrangement:	Annual Income:	<input type="checkbox"/> \$0-5,000 <input type="checkbox"/> \$5,001-10,000 <input type="checkbox"/> \$10,001-20,000 <input type="checkbox"/> \$20,001-30,000 <input type="checkbox"/> Over \$30,000 <input type="checkbox"/> Unknown
<input type="checkbox"/> Under 60 <input type="checkbox"/> 60-74 <input type="checkbox"/> 75-84 <input type="checkbox"/> 85+ <input type="checkbox"/> Unknown	<input type="checkbox"/> Alone <input type="checkbox"/> W/Spouse/Partner <input type="checkbox"/> With Children <input type="checkbox"/> With Relatives <input type="checkbox"/> With Non-Relatives <input type="checkbox"/> Unknown	<input type="checkbox"/> \$0-20,000 <input type="checkbox"/> \$20,001-40,000 <input type="checkbox"/> \$40,001-60,000 <input type="checkbox"/> Over \$60,000 <input type="checkbox"/> Unknown	

Section 3: Discontinuing Program

Reason for discontinuing:	Date of Discontinuation: __/__/__
<input type="checkbox"/> No longer need/remaining in community <input type="checkbox"/> No longer eligible/remaining in community	<input type="checkbox"/> Deceased <input type="checkbox"/> Unknown Enrolled in Medicaid: __/__/__

Vendor Initials *JLR*

<input type="checkbox"/> Entered Hospital <input type="checkbox"/> Entered Nursing Home (temporary or permanent) <input type="checkbox"/> Moved Out of Service Area	
---	--

B. Family Caregiver Summary Report

Caregiver Characteristics	All Caregivers	Age of the Caregiver			
		Under 60	Age 60-74	Age 75-84	Age 85 +
Total Caregivers					
Caregivers with Age Data					
Age Missing					
Female					
Male					
Gender Missing					
Rural					
Rural Missing					
Caregivers by Ethnicity					
Hispanic or Latino					
Not Hispanic or Latino					
Ethnicity Missing					
Caregivers by Race or Ethnicity					
White (Alone) – Non-Hispanic					
Total Minorities					
White (Alone) –Hispanic					
Am. Ind./Alaska Native (Alone)					
Asian (Alone)					
Black or African American (alone)					
Native Hawaiian or Other Pacific Islander (Alone)					
Persons Reporting Some Other Race					
Persons Reporting 2 or More Races					
Race Missing					
Caregivers by Relationship					
Husband					
Wife					
Son/Son-in-Law					
Daughter/Daughter-in-law					
Other Relative					
Non-Relative					
Relationship Missing					

Attachment 3 To Exhibit A

Grandparent/Relative Caregiver Form and Summary Report

This Attachment contains detailed directions for the construction of:

A. Grandparent/Relative Caregiver Form

The form outlined below contains the data elements required for the Administration on Aging Annual State Performance Report.

B. Grandparent/Relative Caregiver Summary Report

This report is a summary of the client information gathered in the Family Caregiver Form. The report is run by Federal Fiscal Year (October – September) for counts of clients served during that year.

Data Fields and Commonality with SHIP or Grandparent/Relative Caregiver Forms

Where possible, common data fields should be shared between the Family Grandparent/Relative Caregiver Forms and the SHIP Client Contact Form (Attachment 1 to Exhibit A). If data has been entered for a client on one form, it should carry through to other forms to eliminate duplicate data entry and disparate data.

Data fields with “Unknown” as one of the answers should be mandatory. The user cannot complete the form without one of the other answers or Unknown being selected.

For fields requiring a Date of Birth and if it is entered, the system should automatically populate the age or age range. If the Date of Birth is not available, the user will select the appropriate age or age range.

All data elements in the new forms should be available for reporting through the standard Refer7 query tool.

A. Grandparent/Relative Caregiver Form

Grandparent/Relative Caregiver Form			
Specialist Name:	Rural: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Initial Contact: __/__/____ Length of Time in Program: _____	
Referral Source:	Services Utilized: (check all that apply)		
<input type="checkbox"/> DCYF <input type="checkbox"/> ADRC <input type="checkbox"/> Community Program <input type="checkbox"/> School/Counselor <input type="checkbox"/> Individual	<input type="checkbox"/> Homemaker services <input type="checkbox"/> Chore services <input type="checkbox"/> Support Group <input type="checkbox"/> Family Support <input type="checkbox"/> FANF	<input type="checkbox"/> Respite Care <input type="checkbox"/> Day Care/Day Camp <input type="checkbox"/> After School Program <input type="checkbox"/> Overnight Camp	<input type="checkbox"/> Home Modifications <input type="checkbox"/> Assistive Technology <input type="checkbox"/> Environmental Services <input type="checkbox"/> Other Goods & Services
2.5 Section 1: Grandparent/Relative Caregiver Specific Information			
Name of Caregiver:		Ethnicity of Caregiver: <input type="checkbox"/> Hispanic Origin <input type="checkbox"/> Non-Hispanic Origin <input type="checkbox"/> Unknown [can this be auto-filled from client contact sheet?]	Marital Status of Caregiver: <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Living with Partner <input type="checkbox"/> Widowed
Gender of Caregiver: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown		Age of Caregiver: DOB __/__/____ <input type="checkbox"/> Under 55 <input type="checkbox"/> 55-74 <input type="checkbox"/> 75-84 <input type="checkbox"/> 85+ <input type="checkbox"/> Unknown	Annual Income: <input type="checkbox"/> \$0-20,000 <input type="checkbox"/> \$20,001-40,000 <input type="checkbox"/> \$40,001-60,000 <input type="checkbox"/> Over \$60,000 <input type="checkbox"/> Unknown
		Race of Caregiver: <input type="checkbox"/> White Alone <input type="checkbox"/> Black or African Amer. <input type="checkbox"/> Amer. Ind./Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Nat. Hawaiian/Pacific Islander <input type="checkbox"/> Two or more races <input type="checkbox"/> Some other race <input type="checkbox"/> Unknown	Living Arrangement of Caregiver: <input type="checkbox"/> Alone <input type="checkbox"/> With Spouse/Partner <input type="checkbox"/> With Children <input type="checkbox"/> With Other Relatives <input type="checkbox"/> With Non-Relatives <input type="checkbox"/> Unknown
Section 2: Child Specific Information			
A. Name of Child:		Relationship of Grandparent/Relative Caregiver to Child:	
Gender of Child: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown		<input type="checkbox"/> Grandmother <input type="checkbox"/> Great-Grandmother <input type="checkbox"/> Grandfather <input type="checkbox"/> Great-Grandfather	<input type="checkbox"/> Aunt <input type="checkbox"/> Great-Aunt <input type="checkbox"/> Uncle <input type="checkbox"/> Great-Uncle <input type="checkbox"/> Other relative: ___[text box]___
DOB: __/__/____ Age:[auto]			
B. Name of Child:		Relationship of Grandparent/Relative Caregiver to Child:	
Gender of Child: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown		<input type="checkbox"/> Grandmother <input type="checkbox"/> Great-Grandmother	<input type="checkbox"/> Aunt <input type="checkbox"/> Great-Aunt

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DOB: __/__/__ Age:[auto]	<input type="checkbox"/> Grandfather <input type="checkbox"/> Great-Grandfather	<input type="checkbox"/> Uncle <input type="checkbox"/> Great-Uncle <input type="checkbox"/> Other relative: ___[text box]___
C. Name of Child:	Relationship of Grandparent/Relative Caregiver to Child:	
Gender of Child: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown	<input type="checkbox"/> Grandmother <input type="checkbox"/> Great-Grandmother <input type="checkbox"/> Grandfather <input type="checkbox"/> Great-Grandfather	<input type="checkbox"/> Aunt <input type="checkbox"/> Great-Aunt <input type="checkbox"/> Uncle <input type="checkbox"/> Great-Uncle <input type="checkbox"/> Other relative: ___[text box]___
DOB: __/__/__ Age:[auto]		

B. Grandparent/Relative Caregiver Summary Report

Grandparent/Relative Caregiver Characteristics	All Caregivers	Age of the Caregiver		
		Age 55-74	Age 75-84	Age 85 +
Total Caregivers				
Caregivers with Age Data				
Age Missing				
Female				
Male				
Gender Missing				
Rural				
Rural Missing				
Caregivers by Ethnicity				
Hispanic or Latino				
Not Hispanic or Latino				
Ethnicity Missing				
Caregivers by Race or Ethnicity				
White (Alone) -- Non-Hispanic				
Total Minorities				
White (Alone) -- Hispanic				
Am. Ind./Alaska Native (Alone)				
Asian (Alone)				
Black or African American (alone)				
Native Hawaiian or Other Pacific Islander (Alone)				
Persons Reporting Some Other Race				
Persons Reporting 2 or More Races				
Race Missing				
Caregivers by Relationship				
Grandparents				
Other Elderly Relative				
Other Elderly Non-Relative				
Relationship Missing				
Total Individuals Receiving Care (children 18 or younger)				

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DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT A**

3. Exhibit B of the Agreement is amended as described below:

3.1 Replace Exhibit B, 1. Deleverable Payment Schedule, Firm Fixed Price with the following Paragraph.

Firm Fixed Price

This is a Firm-Fixed-Price Contract totaling \$128,444 for the period between the Effective Date through July 31, 2013. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

3.2 After **Firm Fixed Price** Table 1, add Table 2 as follow.

Table 2: Amendment 1 Activity, Deliverable, or Milestone Price and Payment Table			
Ref. Number	Activity, Deliverable, or Milestone	Projected Delivery Date	Cost
1	1. SHIP Client Contact Form and Batch Upload Data File		\$1,500
	A. Enhance and redesign the Refer7 SHIP Client Contact Form used by ServiceLink Resource Centers to increase documentation and reporting for personal contacts and counseling sessions. Detailed design instructions included as Attachment 1 to Exhibit A	Nov 5, 2010	
	B. Produce a batch upload data file in the Centers for Medicare & Medicaid Services' (CMS) standard format for upload to the CMS national database, called SHIPTalk.	Nov 19, 2010	
2	2. Family Caregiver Forms and Summary Reports		\$5,000
	A. RTM Designs will develop and implement an automated form to collect data as part of the ServiceLink Resource Center Refer7 program. Detailed design instructions included as Attachment 1 to Exhibit A		
3	3. Grandparent/Relative Caregiver Form and Summary Report		\$5,000
	A. RTM Designs will develop and implement an automated form to collect data as part of the ServiceLink Resource Center Refer7 program. Detailed design instructions		

**STATE OF NEW HAMPSHIRE
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	included as Attachment 1 to Exhibit A		
SUB TOTAL	New Modifications		\$11,500
4	Contingency for Technical/Service Modifications Sfy 11	To be determined by Change Control Process	9,000
5	Contingency for Technical/Service Modifications Sfy 12	To be determined by Change Control Process	9,000
6	Contingency for Technical/Service Modifications Sfy 13	To be determined by Change Control Process	9,000
SUB TOTAL	Contingencies		\$27,000
GRAND TOTAL			\$38,500

3.3 Replace Paragraph 2. **TOTAL CONTRACT PRICE**, as follows;

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 \$128,444 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs 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.

4. Table 2 Contract 2009-2013 – Summary of Contract and Amedments

Contract 2009-2013 Summary of Contract and Amedments

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2009-2013	Master Contract	July 31, 2013	\$89,944
2009-2013 A	Amendment 1	July 31, 2013	\$38,500
	CONTRACT TOTAL	July 31, 2013	\$128,444

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
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Linda N. Ross
Linda Ross
RTM Designs

Date: 8-24-2010

Corporate Signature Notarized:

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

On this the 24 day of August, 2010, before me,
Linda N. Ross, the undersigned ~~Officer~~
personally appeared and acknowledged her/himself to be the OWNER
of RTM Designs, a corporation, and that she/he, as such
Owner being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as

Linda N. Ross

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

Leleisa Simonson
Notary Public/Justice of the Peace

My Commission Expires: October 25, 2014

(SEAL)

State of New Hampshire

Peter C. Hastings
Peter C. Hastings, Interim Commissioner
Department of Information Technology

Date: 8/26/10

Nicholas A. Toumpas
Nicholas A. Toumpas, Commissioner
Department of Health and Human Services

Date: 8/26/10

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

[Signature]
State of New Hampshire, Department of Justice

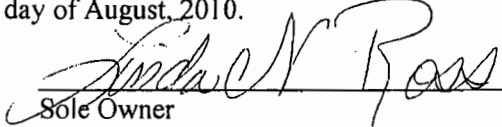
Date: 9/7/10

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Linda N. Ross, as a Sole Owner of my Business, RTM Designs, certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this 20th day of August, 2010.


Sole Owner

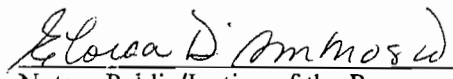
STATE OF North Carolina

COUNTY OF Henderson

On this the 23rd day of August, 2010, before me, Linda N. Ross

_____, the undersigned Officer, personally appeared Linda N. Ross, who acknowledged her/himself to be the Sole Owner, of RTM Designs, a Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as Linda N. Ross.

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

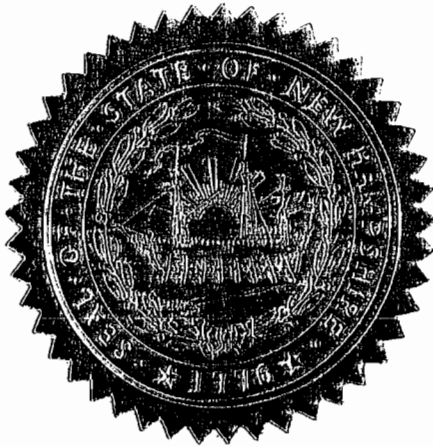

Notary Public/Justice of the Peace

My Commission Expires: Oct 25, 2014

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 RTM Designs is a New Hampshire trade name registered on May 12, 2009 and that Linda N. Ross presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of August, A.D. 2010

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2010

PRODUCER (828) 692-9171 FAX: (828) 693-0723
Penny Insurance Agency
225 Sixth Ave West

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Hendersonville NC 28793

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Linda Ross
830 Sunlight Ridge Drive

INSURER A: Itt Hartford Insurance Co.

INSURER B:

INSURER C:

INSURER D:

Hendersonville NC 28792

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	20SBATA7207	6/5/2010	6/5/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	20WECNV4079	4/24/2010	4/24/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is listed as additional insured with respect to the general liability

CERTIFICATE HOLDER

CANCELLATION

David Perry
New Hampshire Department of Information Technology
129 Pleasant Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Stacey Stepp/STACE *Stacey Stepp*



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 603-271-2843 1-800-852-3354 x2843
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doi

original Contract
 for reference

- G+C Letter July 15, 2009 #6
- approval letter
- Gen Provisions
- Exhibits A+B

Richard C. Bailey, Jr.
 Chief Information Officer

June 4, 2009

His Excellency, Governor John Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT") to enter into a **SOLE SOURCE** contract, for the benefit of the Department of Health and Human Services ("DHHS"), with RTM Designs of Hendersonville, NC (VC #137767), in the amount of \$89,944.00, for system hosting, support, maintenance, and upgrades for the DHHS NH ServiceLink ReferNET SQL Server version Information and Referral ("I&R") Software System. The contract shall be effective upon Governor and Council approval through July 31, 2013.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 50% Federal Funds and 50% General Funds.

Funding is available in account, Operations Division, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Department of Administrative Services Budget Office if needed and justified, contingent on continued appropriations for FY 2010 through FY 2013.

Fiscal Year	Account	Job #	Budget Line #	Amount
2010	010-003-7695-0300-046-0465-7130400	03950120	4210	\$22,486.00
2011	010-003-7695-0300-046-0465-7130400	03950120	4210	\$22,486.00
2012	010-003-7695-0300-046-0465-7130400	03950120	4210	\$22,486.00
2013	010-003-7695-0300-046-0465-7130400	03950120	4210	\$22,486.00
			Contract Total	\$89,944.00

EXPLANATION

RTM Designs provides the DHHS Bureau of Elderly and Adult Services ("BEAS") and the ServiceLink Resource Center Network ("SLRC") with an integrated database, information, and referral resource tracking system called Refer7. Refer7 allows BEAS and SLRC to centrally manage program activity conducted statewide at all thirteen (13) SLRC offices. The system is used for call management, information and referral, general needs assessment, resource tracking, and a web-based community resource search engine.

His Excellency, Governor John Lynch
and the Honorable Executive Council

Page 2

June 4, 2009

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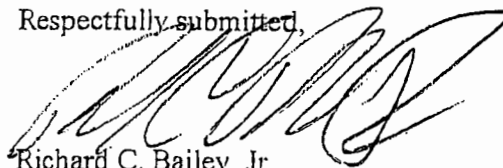
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The Department of Information Technology respectfully requests approval of this amendment.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer

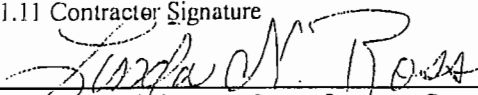
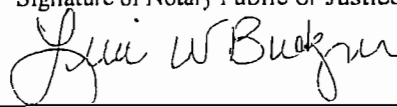
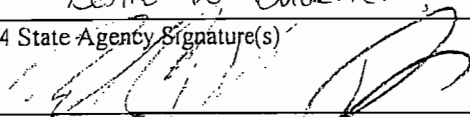
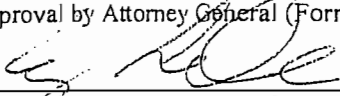
RCB/ltn
2009-2013
A&E RID #8334

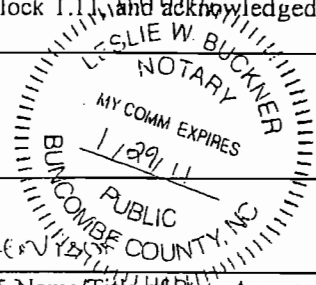
CC: Leslie Mason
Wendy Aultman

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AGREEMENT STATEMENT OF WORK (SOW)**

The State of New Hampshire and RTM Designs hereby mutually agree as follows:

GENERAL PROVISIONS

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Linda Ross dba RTM Designs		1.4 Contractor Address 172 Highlands Sq. Drive #301 Hendersonville, NC 29792	
1.5 Contractor Phone Number 888-933-5052	1.6 Account Number 010-003-7695-0300-046-0465	1.7 Completion Date July 31, 2013	1.8 Price Limitation \$89,944.00
1.9 Contracting Officer for State Agency Richard C. Bailey, Jr.		1.10 State Agency Telephone Number 603-223-5702	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory LINDA N. ROSS, owner	
1.13 Acknowledgement: State of <u>NC</u> , County of <u>Henderson</u> On <u>July 1, 2009</u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Leslie W. Buckner, Teller Supervisor</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory RICHARD C. BAILEY, JR - CIO	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>7/2/09</u>			
1.18 Approval by the Governor & Council By: _____ On: _____			





STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Richard C. Bailey, Jr.
Chief Information Officer

June 4, 2009

John O'Neal
Department of Information Technology
49 Donovan Street
Concord, NH 03301

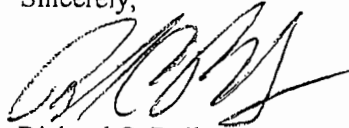
Dear Mr. O'Neal,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter a contract (#2009-2013) with RTM Designs (VC #137767), of Hendersonville, NC. The vendor will provide system hosting, support, maintenance, and upgrades for the NH ServiceLink ReferNET SQL Server version Information and Referral (I&R) software system to be used by the ServiceLink network and any other agents authorized by the Bureau of Elderly and Adult Services. The contract is further described below and referenced as DoIT #2009-2010.

This is a request to contract with RTM Designs for information technology services in the amount of \$89,944.00. In previous years, the State has utilized the ReferNET application through an agreement between University of New Hampshire (UNH) and RTM Designs. Funding for this service is now planned to be available in the FY2010 DHHS Class 27 budget. The contract shall be effective upon Governor and Council approval and extend through July 31, 2013.

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

Sincerely,



Richard C. Bailey, Jr.

RCB/ltn
2009-2013
A&E RID #8334

cc: Wendy Aultman
Kerri Coons
Leslie Mason

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

RTM Designs shall provide the State with Software System hosting, support, maintenance, and upgrades for the NH ServiceLink ReferNET SQL Server version Information and Referral (I&R) Software System ReferWEB, the web-based search engine to be used by the ServiceLink network and any other agent authorized by the Bureau of Elderly and Adult Services (BEAS).

RTM Designs shall provide System hosting for the web accessible Agency Update System that will be used by service providers to send information updates to the ServiceLink and authorized agent's resource staff.

Prior to the commencement of work on Non-Software and Written Deliverables, RTM Designs 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 table below in Section 2.

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

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2009
2	ReferWeb Public Access System	Hosted System	August 1, 2009
3	ReferNET Agency Update & Survey System	Hosted System	August 1, 2009
4	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2009
5	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2010
6	ReferWeb Public Access System	Hosted System	August 1, 2010
7	ReferNET Agency Update & Survey System	Hosted System	August 1, 2010
8	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2010
9	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2011
10	ReferWeb Public Access System	Hosted System	August 1, 2011

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT A
CONTRACT DELIVERABLES

11	ReferNET Agency Update & Survey System	Hosted System	August 1, 2011
12	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2011
13	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2012
14	ReferWeb Public Access System	Hosted System	August 1, 2012
15	ReferNET Agency Update & Survey System	Hosted System	August 1, 2012
16	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2012

3. TRAINING DELIVERABLES

There are no training deliverables associated with this Contract.

4. SOFTWARE LICENSES

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

Firm Fixed Price

This is a Firm-Fixed-Price Contract totaling \$89,944.00 for the period between the Effective Date through July 31, 2013. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2009	\$11,000
2	ReferWeb Public Access System	Hosted System	August 1, 2009	\$3,500
3	ReferNET Agency Update & Survey System	Hosted System	August 1, 2009	\$2,000
4	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2009	\$5,986
5	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2010	\$11,000
6	ReferWeb Public Access System	Hosted System	August 1, 2010	\$3,500
7	ReferNET Agency Update & Survey System	Hosted System	August 1, 2010	\$2,000
8	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2010	\$5,986
9	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2011	\$11,000
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12	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2011	\$5,986
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

14	ReferWeb Public Access System	Hosted System	August 1, 2012	\$3,500
15	ReferNET Agency Update & Survey System	Hosted System	August 1, 2012	\$2,000
16	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2012	\$5,986
GRAND TOTAL				\$89,944

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 \$89,944 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. 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 shall not be backdated and shall be promptly dispatched.

Invoices shall be sent to:
State of New Hampshire
Bureau of Elderly and Adult Services
Wendi Aultman, ServiceLink Program Manager
129 Pleasant Street
Concord NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

RTM Designs
Linda Ross
172 Highlands Sq. Drive #301
Hendersonville, NC 29792
1-888-933-5052
Linda@rtmdesigns.com
Fed Tax ID: 56-2535742

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Fed Tax ID: 56-2535742

5. OVERPAYMENTS TO RTM DESIGNS

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

6. CREDITS

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

7. PROJECT HOLDBACK

No holdback is necessary. .

8. RIGHT TO OFFSET

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT C
SPECIAL PROVISIONS

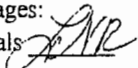
1. SPECIAL PROVISIONS

The following insurance provision in SOW Section 12.13.1 *Insurance*:

12.13.1.1 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

is hereby amended to read:

12.13.1.2 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 \$1,000,000 per occurrence; and





STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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www.nh.gov/doit

Richard C. Bailey, Jr.
Chief Information Officer

June 4, 2009

His Excellency, Governor John Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

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His Excellency, Governor John Lynch
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Page 2

June 4, 2009

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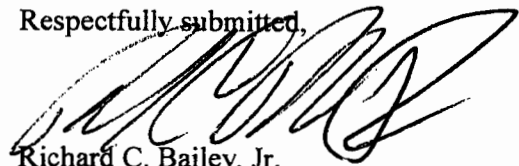
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Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer

RCB/ltm
2009-2013
A&E RID #8334

CC: Leslie Mason
Wendy Aultman



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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Richard C. Bailey, Jr.
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June 4, 2009

John O'Neal
Department of Information Technology
49 Donovan Street
Concord, NH 03301

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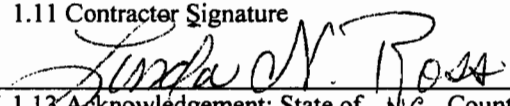
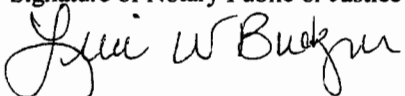
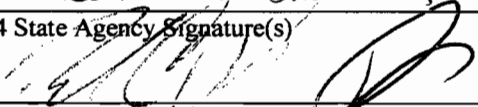
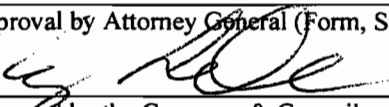
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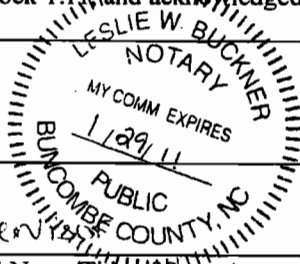
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AGREEMENT STATEMENT OF WORK (SOW)**

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1.5 Contractor Phone Number 888-933-5052	1.6 Account Number 010-003-7695-0300-046-0465	1.7 Completion Date July 31, 2013	1.8 Price Limitation \$89,944.00
1.9 Contracting Officer for State Agency Richard C. Bailey, Jr.		1.10 State Agency Telephone Number 603-223-5702	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory LINDA N. ROSS, owner	
1.13 Acknowledgement: State of NC, County of Henderson On July 1, 2009, before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace Leslie W. Buckner, Teller Supervisor			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory RICHARD C. BAILEY, JR - CIO	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 7/2/09			
1.18 Approval by the Governor & Council By: _____ On: _____			



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AGREEMENT STATEMENT OF WORK (SOW)**

2009-2013 BEAS ReferNet Statement of Work

Initial All Pages:

RTM's initials: LR

2/3/2009

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TERMS AND DEFINITIONS

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Access Control	Supports the management of permissions for logging onto a computer or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Agreement	A contract duly executed and legally binding.
Certification or Certify	Written Certification and full supporting and written documentation (including, without limitation, test results as applicable) that the contracted vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ 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.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and RTM Designs, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and the contracted vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Contract SOW Section 4: <i>Contract Management</i>)
Contracted vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Data	State's records, files, forms, data and other documents or information in either electronic or paper form that shall be used during the Contract Term.
DBA	Database administrator
Deficiencies	A failure, deficiency, or defect in a Deliverable resulting in a

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	<p>Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software – Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation – missing significant portions of information or unintelligible to State; Non Software – Services were inadequate and require re-performance.</p> <p>Class B Deficiency – Software – important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation – portions of information are missing but not enough to make the document unintelligible; Non Software – Services were deficient, require reworking, but do not require re-performance.</p> <p>Class C Deficiency – Software – minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation – minimal changes required and of minor editing nature; Non Software – Services require only minor reworking and do not require re-performance.</p>
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the contracted vendor to the State under the Contract.
Department of Information Technology (DoIT)	The Department of Information Technology established under legislative rule 21-R on September 5, 2008.
Digital Signature	Guarantees the unaltered state of a file
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Encryption	Supports the encoding of data for security purposes
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of RTM Designs' 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.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users

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Implementation	The process for making the System operational for processing the Data.
Implementation Plan	Sets forth the transition from the installation of the System to full operation, and includes without limitation, training, business and technical procedures.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Malicious Code or Malware	Software or firmware designed to do damage or other unwanted actions on a computer system. Common examples include viruses, Trojan horse programs, worms, and spyware.
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.
Notice to Proceed (NTP)	The State Contract Manager’s written direction to RTM Designs to begin work on the Contract on a given date and time.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
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.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified in SOW Section 4: <i>Contract Management</i> .
Proposal	Contracted vendor’s written proposal submitted to the State.
ReferNet	The Software Hosting and Maintenance Services provided by RTM

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	Designs that is the subject of this Contract.
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 Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then the review period will be five (5) business days.
Role / Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by RTM Designs on the Project as described in the Contract.
Software	ReferNet Software Hosting and Maintenance Services provided by the contracted vendor under the Contract
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.
SOW	Statement of Work
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. The Specifications are incorporated, by reference, as though completely set forth herein.
State	STATE is defined as the: State of New Hampshire, Department of Information Technology 49 Donovan Street Concord, NH 03301 And the: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301
State 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 New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.

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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 Project Manager (PM)	State's representative with regard to Project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by the contracted vendor to perform under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
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 July 31, 2013.
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage in which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by the contracted vendor either in paper or electronic format.

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This Contract is by and between the State of New Hampshire, acting through the Department of Information Technology ("State or DHHS"), for the benefit of the Department of Health and Human Services Bureau of Elderly and Adult Services ("BEAS"), and Linda Ross dba RTM Designs ("RTM or RTM Designs"), having its principal place of business at Hendersonville, NC. RTM Designs shall provide the State with software System hosting, support, maintenance, and upgrades for the NH ServiceLink ReferNET SQL Server version Information and Referral ("I&R") software System to be used by the ServiceLink network and any other agents authorized by the Bureau of Elderly and Adult Services.

RECITALS

The State desires to have RTM Designs provide commercial-off-the-shelf Software System licenses, and associated Services for the State;

RTM Designs wishes to provide commercial-off-the-shelf Software System licenses and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

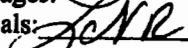
- a. The Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Service
- g. Exhibit F Testing Services
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Requirements- Contractor Responses
- j. Exhibit I Work Plan
- k. Exhibit J Software License and related Terms
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M Agency RFP with Addendums, by reference
- o. Exhibit N Contractor Proposal, by reference
- p. 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:

2009-2013 BEAS ReferNet Statement of Work

Initial All Pages:

RTM's initials: 

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- a. State of New Hampshire, DoIT Contract 2009-2013.
 - b. RTM Designs Proposal, for 8/1/2009 – 7/31/2013
 - c. 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.

2. CONTRACT TERM

2.1 Term

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval (“Effective Date”).

The Contract shall begin on the Effective Date and extend through July 31, 2013. The Term may be extended for an additional period of two (2) years, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond July 31, 2015.

RTM Designs shall commence work upon issuance of a Notice to Proceed by the State. If RTM Designs commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of RTM Designs, and in the event that the Contract does not become effective, the State shall be under no obligation to pay RTM Designs for any costs incurred or Services performed.

Time is of the essence in the performance of RTM Designs’ obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

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

4. CONTRACT MANAGEMENT

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

4.1 RTM Designs Contract Manager

RTM Designs shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. RTM Designs’ Contract Manager is:

Linda Ross, Owner

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RTM Designs
172 Highlands Square Drive
Hendersonville, NC 28792
TEL: 888-933-5052
EMAIL: Linda@rtmdesigns.com

4.2 RTM Designs Project Manager

4.2.1 Contract Project Manager

RTM Designs shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. RTM Designs' selection of the RTM Designs 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 RTM Designs Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of RTM Designs' Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 RTM Designs Project Manager shall have full authority to make binding decisions under the Contract, and shall function as RTM Designs' representative for all administrative and management matters. RTM Designs' Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. RTM Designs' 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. RTM Designs' Project Manager must work diligently and use his/ her best efforts on the Project. RTM Designs' Project Manager must be qualified to perform the obligations required of the position under the Contract.

4.2.3 RTM Designs shall not change its assignment of RTM Designs Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of RTM Designs' Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than RTM Designs 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 SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. RTM Designs shall assign a replacement RTM Designs Project Manager within ten (10) business days of the departure of the prior RTM Designs Project Manager, and RTM Designs shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim RTM Designs Project Manager.

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

4.2.5 The RTM Designs Project Manager is:

Linda Ross, Owner
RTM Designs
172 Highlands Square Drive
Hendersonville, NC 28792
TEL: 888-933-5052
EMAIL: Linda@rtmdesigns.com

4.3 RTM Designs Key Project Staff

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

4.3.2 RTM Designs shall not change any RTM Designs Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of RTM Designs Key Project Staff will not be unreasonably withheld. The replacement RTM Designs Key Project Staff shall have comparable or greater skills than RTM Designs 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 above in SOW Section 4.3.1 and in SOW Section 4.10: *Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare RTM Designs in default and to pursue its remedies at law and in equity, if RTM Designs fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 RTM Designs Key Project Staff shall consist of the following individuals in the roles identified below:

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RTM Designs' Key Project Staff:

<u>Key Member(s)</u>	<u>Title</u>
Linda N. Ross	Project Manager
Ed Toomey	Applications Manager
Julie Banuelos	Customer Support Manager
Steve Pruitt, Matt Peace	IT Support

4.4 State Contract Manager

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

John O'Neal
Department of Information Technology
49 Donovan Street
Concord, NH 03301
TEL: (603) 271-4905
FAX: (603) 271-3007
EMAIL: john.oneal@doit.nh.gov

4.5 State Project Manager

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

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

The State Project Manager is:

Wendy Aultman
Department of Health and Human Services
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301
TEL: (603) 271-4640
EMAIL: waultman@dhhs.state.nh.us

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4.6 State Meetings and Reports

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

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

Status Meetings: Participants will include, at the minimum, the RTM Designs Project Manager and the State Project Manager. These meetings will be conducted at least quarterly. A status and error report from RTM Designs shall serve as the basis for discussion.

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

The RTM Designs Project Manager or RTM Designs Key Project Staff shall submit quarterly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Issues and concerns requiring resolution
- b. Recommended solutions.

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

4.7 State-Owned Documents and Data

RTM Designs 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 termination of the Contract, RTM Designs shall turn over all State Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State Owned Documents must be provided in both printed and electronic format.

4.8 Records Retention and Access Requirements

RTM Designs 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*.

RTM Designs 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. RTM Designs and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any

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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. RTM Designs 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 RTM Designs' 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.

4.9 Accounting Requirements

RTM Designs 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.

4.10 Background Checks

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

5. DELIVERABLES

5.1 Deliverables and Services

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

5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from RTM Designs 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 RTM Designs in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of RTM Designs' written Certification. If the State rejects the Deliverable, the State shall notify RTM Designs of the nature and class of the Deficiency and RTM Designs shall correct the Deficiency within the

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period identified in the Work Plan. If no period for RTM Designs' correction of the Deliverable is identified, RTM Designs 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 RTM Designs of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If RTM Designs fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require RTM Designs to continue until the Deficiency is corrected, or immediately terminate the Contract, declare RTM Designs in default, and pursue its remedies at law and in equity.

5.3 System/Software Testing and Acceptance

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

6. SOFTWARE

6.1 ReferNet Software and Documentation

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

6.2 ReferNet Software Support, Maintenance, and Hosting Services

RTM Designs shall provide the State with ReferNet Software support, maintenance, and hosting Services set forth in the Contract, and particularly described in Exhibit G: *Software Support, Maintenance, and Hosting*.

6.3 Custom Software and Documentation

RTM Designs shall provide the State with Custom Software as set forth under the Contract, subject to the License set forth in SOW Section 10: *Intellectual Property*, herein.

6.4 Custom Software Support and Maintenance

RTM Designs shall provide the State with Custom Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit G: *Software Support, Maintenance, and Hosting Services*.

7. WARRANTY

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

8. SERVICES

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

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8.1 Administrative Services

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

8.2 Implementation Services

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

8.3 Testing Services

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

8.4 Training Services

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

8.5 Maintenance and Support Services

RTM Designs 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*.

9. CHANGE ORDERS

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

RTM Designs 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 RTM Designs' requested Change Order within five (5) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from RTM Designs to the State, and the State acceptance of RTM Designs' 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.

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10. INTELLECTUAL PROPERTY

10.1 State's Business

All rights, title and interest in State Data shall remain with the State. The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with RTM Designs. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing, or service bureau use.

10.2 RTM Design's Materials

Subject to the provisions of this Contract, RTM Designs 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, RTM Designs shall not distribute any products containing or disclose any State Confidential Information. RTM Designs shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by RTM Designs employees or third party consultants engaged by RTM Designs.

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 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

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10.5 Survival

This SOW 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, RTM Designs 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*). RTM Designs shall not use the State Confidential Information except as directly connected to and necessary for RTM Designs' performance under the Contract, unless otherwise permitted under the Contract.

11.2 State Confidential Information

RTM Designs shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to RTM Designs in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. RTM Designs shall immediately notify the State if any request, subpoena or other legal process is served upon RTM Designs regarding the State Confidential Information, and RTM Designs 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, RTM Designs shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

RTM Designs 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. RTM Designs shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the RTM Designs' hosting infrastructure and/or the application. RTM Designs shall be solely liable for costs associated with any breach of State of New Hampshire data housed at their location(s) including but not limited to notification and any damages assessed by the courts. Failure to comply with this provision shall be considered a default of Contract and the State may begin termination procedures as defined in Contract SOW Section 12.7.1: *Termination for Default*.

11.3 RTM Designs Confidential Information

Insofar as RTM Designs seeks to maintain the confidentiality of its Confidential Information, RTM Designs must clearly identify in writing all information it claims to be confidential.

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Notwithstanding the foregoing, the State acknowledges that RTM Designs considers the Software and Documentation to be Confidential Information. RTM Designs 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 RTM Designs as confidential, the State shall notify RTM Designs and specify the date the State will be releasing the requested information. At the request of the State, RTM Designs shall cooperate and assist the State with the collection and review of RTM Designs' information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be RTM Designs' sole responsibility and at RTM Designs' sole expense. If RTM Designs 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 RTM Designs, without any liability to RTM Designs.

11.4 Survival

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

12. GENERAL PROVISIONS

12.1 Conditional Nature of Contract

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

The State shall not be required to transfer funds from any other account to the account identified in block 1.6: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

12.2 Compliance by RTM Designs with Laws and Regulations: Equal Employment Opportunity

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

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standards necessary in the performance of the Contract. In addition, RTM Designs shall comply with all applicable copyright laws.

12.2.2 During the term of this Agreement, RTM Designs 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.

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

12.3 Regulatory/Government Approvals

RTM Designs shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

12.4 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 RTM Designs with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

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

12.5 Personnel

12.5.1 The performance of RTM Designs' obligations under the Contract shall be carried out by RTM Designs. RTM Designs shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform RTM Designs' obligations under the Contract. 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.

12.5.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date, the RTM Designs 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

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employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

12.5.3 The Chief Information Officer (“CIO”) of the Department of Information Technology, or his designee, shall be the State’s representative. In the event of any dispute concerning the interpretation of the Contract, the CIO’s decision shall represent the final position of the State.

12.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	RTM DESIGNS	THE STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Ed Toomey Application Manager	Wendy Aultman State Project Manager	5 Business Days
First	Linda Ross Project Manager	Kerri Coons Business Systems Analyst	10 Business Days
Second	Linda Ross Project Manager	John O’Neal State Contract Manager	15 Business Days
Third	Linda Ross Project Manager	Richard C. Bailey, Jr. Chief Information Officer (CIO)	20 Business Days

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

12.7 Termination

12.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide RTM Designs written notice of default, and RTM Designs must cure the default within thirty (30)

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days ("Cure Period") of its receipt of the notice of default. If RTM Designs fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare RTM Designs in default, and pursue its remedies at law or in equity, or both.

12.7.1.1 In the event the State declares RTM Designs in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

12.7.1.1.1 Set off against any other obligations the State may owe to RTM Designs under this Contract;

12.7.1.1.2 Procure Services that are the subject of the Contract from another source, and RTM Designs shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract, and to 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 limitation of liability set forth in this Contract; and

12.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

12.7.1.2 In the event of default by the State, RTM Designs shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by RTM Designs.

12.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

12.7.2 Termination for Convenience

12.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to RTM Designs. In the event of a termination for convenience, the State shall pay RTM Designs the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole

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or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

12.7.2.2 During the thirty (30) day period, RTM Designs 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.

12.7.3 Termination for Conflict of Interest

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

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

12.7.3.2 In the event the Contract is terminated as provided above and RTM Designs knew or should have known of such a conflict, the State shall be entitled to declare RTM Designs in default, and to pursue remedies available at law and in equity.

12.7.4 Termination Procedure

12.7.4.1 After receipt of a notice of termination, and except as otherwise directed by the State, RTM Designs shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this SOW Section;
- c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the

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property related to the Contract which is in the possession of RTM Designs and in which the State has an interest;

- d. Transfer title or possession, as applicable, 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 the RTM Designs or its subcontractors have surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

12.8 Force Majeure

Neither RTM Designs 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 RTM Designs' inability to hire or provide personnel needed for RTM Designs' performance under the Contract.

12.9 RTM Designs' Relation to the State

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

12.10 Assignment, Delegation and Subcontracts

12.10.1 RTM Designs 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.

12.10.2 RTM Designs 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: not relieve RTM Designs of any of its obligations under the Contract; nor affect any remedies available to the State against RTM Designs that may arise from any event of

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

- 12.10.3** Notwithstanding the foregoing, nothing herein shall prohibit RTM Designs from assigning the Contract to the successor of all or substantially all of the assets or business of RTM Designs provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that RTM Designs should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with RTM Designs, its successors or assigns for the full remaining term of the Contract; continue under the Contract with RTM Designs, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to RTM Designs, its successors or assigns.

12.11 Indemnification

- 12.11.1** RTM Designs shall indemnify, defend 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 RTM Designs, its personnel or agents in connection with RTM Designs' performance of the Contract.

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

12.11.3 Survival

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

12.12 Limitation of Liability

12.12.1 State

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

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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.

12.12.2 The Contractor

Subject to applicable laws and regulations, in no event shall RTM Designs be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and RTM Designs' liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the *General Provisions* form. Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to RTM Designs' indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.12.3 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.

12.12.4 Survival

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

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12.13 Insurance

12.13.1 RTM Designs 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:

12.13.1.1 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

12.13.1.2 fire and extended coverage insurance covering all property subject to Contract SOW Section 4.2 herein, in an amount not less than 80% of the whole replacement value of the property.

12.13.2 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.

12.13.3 RTM Designs 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.

12.14 Workers Compensation

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

12.14.2 To the extent RTM Designs is subject to the requirements of N.H. RSA chapter 281-A, RTM Designs 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. RTM Designs 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

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any other claim or benefit for RTM Designs, or any subcontractor or employee of RTM Designs, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

12.15 Waiver in Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any 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 default on the part of RTM Designs.

12.16 Notice

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

TO RTM Designs:

Linda Ross
RTM Designs
172 Highlands Square Dr.
Hendersonville, NC 28792
Tel: (888) 933-5052

TO STATE:

John O'Neal
State of New Hampshire
Department of Information Technology
49 Donovan Street
Concord, NH 03301
Tel: (603) 271-4905

12.17 Amendment

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

12.18 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

12.19 Third Parties

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

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12.20 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

12.21 Contract Exhibits

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

12.22 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 SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

12.23 Entire Contract

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

12.24 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.

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CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

RTM Designs shall provide the State with Software System hosting, support, maintenance, and upgrades for the NH ServiceLink ReferNET SQL Server version Information and Referral (I&R) Software System ReferWEB, the web-based search engine to be used by the ServiceLink network and any other agent authorized by the Bureau of Elderly and Adult Services (BEAS).

RTM Designs shall provide System hosting for the web accessible Agency Update System that will be used by service providers to send information updates to the ServiceLink and authorized agent's resource staff.

Prior to the commencement of work on Non-Software and Written Deliverables, RTM Designs 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 table below in Section 2.

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

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2009
2	ReferWeb Public Access System	Hosted System	August 1, 2009
3	ReferNET Agency Update & Survey System	Hosted System	August 1, 2009
4	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2009
5	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2010
6	ReferWeb Public Access System	Hosted System	August 1, 2010
7	ReferNET Agency Update & Survey System	Hosted System	August 1, 2010
8	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2010
9	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2011
10	ReferWeb Public Access System	Hosted System	August 1, 2011

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11	ReferNET Agency Update & Survey System	Hosted System	August 1, 2011
12	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2011
13	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2012
14	ReferWeb Public Access System	Hosted System	August 1, 2012
15	ReferNET Agency Update & Survey System	Hosted System	August 1, 2012
16	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2012

3. TRAINING DELIVERABLES

There are no training deliverables associated with this Contract.

4. SOFTWARE LICENSES

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

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PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

Firm Fixed Price

This is a Firm-Fixed-Price Contract totaling \$89,944.00 for the period between the Effective Date through July 31, 2013. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2009	\$11,000
2	ReferWeb Public Access System	Hosted System	August 1, 2009	\$3,500
3	ReferNET Agency Update & Survey System	Hosted System	August 1, 2009	\$2,000
4	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2009	\$5,986
5	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2010	\$11,000
6	ReferWeb Public Access System	Hosted System	August 1, 2010	\$3,500
7	ReferNET Agency Update & Survey System	Hosted System	August 1, 2010	\$2,000
8	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2010	\$5,986
9	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2011	\$11,000
10	ReferWeb Public Access System	Hosted System	August 1, 2011	\$3,500
11	ReferNET Agency Update & Survey System	Hosted System	August 1, 2011	\$2,000
12	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2011	\$5,986
13	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2012	\$11,000

**STATE OF NEW HAMPSHIRE
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DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

14	ReferWeb Public Access System	Hosted System	August 1, 2012	\$3,500
15	ReferNET Agency Update & Survey System	Hosted System	August 1, 2012	\$2,000
16	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2012	\$5,986
GRAND TOTAL				\$89,944

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 \$89,944 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. 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 shall not be backdated and shall be promptly dispatched.

Invoices shall be sent to:
State of New Hampshire
Bureau of Elderly and Adult Services
Wendi Aultman, ServiceLink Program Manager
129 Pleasant Street
Concord NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

RTM Designs
Linda Ross
172 Highlands Sq. Drive #301
Hendersonville, NC 29792
1-888-933-5052
Linda@rtmdesigns.com
Fed Tax ID: 56-2535742

**STATE OF NEW HAMPSHIRE
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CONTRACT 2009-2013
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Fed Tax ID: 56-2535742

5. OVERPAYMENTS TO RTM DESIGNS

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

6. CREDITS

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

7. PROJECT HOLDBACK

No holdback is necessary. .

8. RIGHT TO OFFSET

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT C
SPECIAL PROVISIONS**

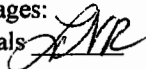
1. SPECIAL PROVISIONS

The following insurance provision in SOW Section 12.13.1 *Insurance*:

12.13.1.1 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

is hereby amended to read:

12.13.1.2 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 \$1,000,000 per occurrence; and



**STATE OF NEW HAMPSHIRE
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EXHIBIT D
ADMINISTRATIVE SERVICES**

1. STATUS REPORTS

The State believes that effective communication and reporting is essential to Project success. RTM Designs shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. RTM Designs' Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. RTM Designs must produce project status reports on a quarterly basis, which shall contain, at a minimum, the following:

- 1.1 Issues and concerns requiring resolution
- 1.2 Recommended solutions

2. STATE-OWNED DOCUMENTS AND DATA

RTM Designs 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, RTM Designs shall turn over all State-owned data, documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Data must be provided in electronic format and documents must be provided in both printed and electronic format.

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

3. ACCOUNTING REQUIREMENTS

RTM Designs 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.

4. WORK HOURS

Vendor personnel shall work normal business hours between 8:30 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

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EXHIBIT E
IMPLEMENTATION SERVICES**

1. IMPLEMENTATION SERVICES

Implementation Services are not applicable to this Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013**

**EXHIBIT G
SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES**

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

1. TESTING AND ACCEPTANCE

If testing is required, RTM Designs shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. RTM Designs shall be responsible for all aspects of testing in the event that the Software is upgraded or a modification is made to the code as a part of System maintenance under this Contract.

Testing shall include all appropriate planning, test scenario and script development, data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, support of the State during User Acceptance Test and Implementation. In addition, RTM Designs 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 upon request. RTM Designs shall correct Deficiencies and support required re-testing as necessary.

2. TEST REGION

RTM Designs will provide to the State staff responsible for test and training activities at the local SLRC sites, a training/test region on the server.

3. 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, software, and its related data assets.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log on to the system or application for security purposes and the validation of those users
Access Control	Supports the management of permissions for logging onto the computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into the computer system
Verification	Supports the confirmation of authority to enter the computer system, application or network

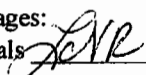
**STATE OF NEW HAMPSHIRE
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CONTRACT 2009-2013**

**EXHIBIT G
SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES**

Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within the 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 the application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.

3.1 Software Security

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. Test procedures may include either Penetration Tests (pen test) or source code analysis and review.



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CONTRACT 2009-2013
EXHIBIT G
SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES**

1. SYSTEM MAINTENANCE

1.1 RTM Designs' Responsibility

RTM Designs shall maintain the ServiceLink ReferNET System in accordance with the Contract. RTM Designs shall maintain, repair, and correct deficiencies in the Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the Exhibit G: Support, *Maintenance, and Hosting Services* terms and requirements, including without limitation, correcting all Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and documentation.

RTM Designs shall maintain and support the System in all material respects as described in the applicable program documentation until expiration or termination of the Contract. The State must notify RTM Designs of any Service Deficiencies with fixes or upgrades within ninety (90) days from performance of the Services.

1.1.1 Maintenance Releases

RTM Designs 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.

1.1.2 Interfaces, and Patches

All program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by RTM Designs as needed to meet the requirements.

2. SYSTEM SUPPORT

2.1 RTM Designs' Responsibility

RTM Designs will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

2.2 System Support Levels

2.2.1 Class A Deficiencies (Telephone Support)

Class A Deficiencies are System issues that significantly impact the State's ability to use the System.

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DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT G
SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES**

For all Class A Deficiencies, RTM Designs shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, between the hours of 8:30am to 5:00pm-Monday thru Friday EST with an e-mail / telephone response within fifteen (15) minutes of request;

2.2.2 Class A Deficiencies (Remote Support)

For all Class A Deficiencies, RTM Designs shall provide support with remote diagnostic services, within four (4) business hours of a request; and

2.2.3 Class B & C Deficiencies

Class B & C Deficiencies are issues that are related to components of the System but do not significantly impact the State's ability to use the System.

For all Class B & C Deficiencies the State will notify RTM Designs of such Deficiencies between the hours of 8:30am to 5:00pm-Monday thru Friday EST and RTM Designs shall respond back, within four (4) hours of notification, of planned corrective action.

3. SUPPORT INCIDENT DATA COLLECTION

3.1 Records

RTM Designs shall maintain a record of the activities related to warranty repair or maintenance and support activities performed for the State. For all maintenance service calls, RTM Designs 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; and
5. Deficiency resolution information.

3.2 System Monitoring

RTM Designs shall work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

1. Mean time between reported deficiencies with the System;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat System problems.

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CONTRACT 2009-2013**

**EXHIBIT G
SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES**

RTM Designs shall provide periodic reports on reported incidents upon request of ServiceLink/BEAS.

4. HOSTING REQUIREMENTS

RTM Designs shall provide hosting services in accordance with the minimum specifications described in the Contract.

4.1 Software

RTM Designs shall provide Software System hosting for the following software applications, to be used by the State and any other agent authorized by the State:

- NH ServiceLink ReferNet SQL Server version Information and Referral Software System (ReferNet);
- the web accessible Agency Update System, used by service providers to send information updates to the State staff; and
- the web-based search engine (ReferWEB), allowing both unlimited State and public access to the State's information, as well as, referral (I&R) resource database.

4.2 Operations

RTM Designs 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. 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.

RTM Designs 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. RTM Designs shall comply with the terms of the Service Level Agreement described in Exhibit G Section 4.7.1: *State Requirements – Service Level Agreement*, between RTM Designs and the State.

The Class A Data Center shall conform to the following specifications:

- A. Air Conditioning – used to control temperature and humidity in the data center. Temperature ranges shall be between 68 and 75 °F. Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.

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**EXHIBIT G
SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES**

- B. 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.
- C. Generator – 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.
- D. Raised floor – 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.
- E. Fire Protection System – fire detectors in conjunction with suppression gaseous systems installed to reduce the risk of loss due to fire.
- F. 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.

Operations tasks associated with monitoring the application and all servers include but are not limited to:

- A. Manage the databases on all servers located at RTM Designs’s facility.
- B. Manage services on all servers.
- C. Install and update all server patches and other utilities within 60 day of release from the manufacturer.
- D. Install application updates within 60 day of release from the manufacturer.
- E. Monitor System, security and application logs.
- F. Manage the sharing of data resources.
- G. Manage daily backups, off-site data storage, and restore operations.
- H. Monitor physical hardware.
- I. Immediately report to the State of New Hampshire any breach in security as described in Contract SOW Section 12.2: *State Confidential Information*.

4.3 Disaster Recovery

Disaster Recovery is defined as the ability to return systems to a normal operating status after a system failure. RTM Designs shall conform to adequate Disaster Recovery procedures as defined by the State of New Hampshire.

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EXHIBIT G**

SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES

- A. Planning – RTM Designs 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.
- B. Hardware replacement – 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.
- C. Backups – RTM Designs shall adhere to a defined and documented back-up schedule and procedure. 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. Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly. Tapes or other back-up media tapes must be securely transferred from the site to another secure location so as to avoid complete data loss with the loss of a facility. If the State Data contains personally identifiable information, the Data must be encrypted on the back-up tape.
- D. Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, RTM Designs shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.

4.4 Network Architecture

RTM Designs must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this Contract, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.

- A. RTM Designs shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet vendors, so that a failure of one Internet connection will not interrupt access to the State application. Where redundant connections are not provided, then the Internet vendor who provides the Internet service to RTM Designs 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.
- B. RTM Designs' network architecture must include redundancy of routers and switches in the data center.

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EXHIBIT G

SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES

4.5 Network Access

4.5.1 Remote Access

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, RTM Designs shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).

4.6 Security

RTM Designs shall employ security measures ensure that the State's application and data is protected.

- A. **Data** If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.
- B. **Hardware** 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.
- C. **Software** All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.

In the development or maintenance of any code, RTM Designs 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.

RTM Designs shall notify the State's Project Manager of any security breaches within two (2) hours of the time that RTM Designs learns of their occurrence. RTM Designs shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the RTM Designs' hosting infrastructure and/or the application. RTM Designs 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.

RTM Designs shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of RTM Designs' hosting infrastructure and/or the application upon request.

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EXHIBIT G
SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES**

D. Security - Physical Infrastructure

RTM Designs shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the RTM Designs website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.

The State requires that RTM Designs' facility is a Class A Data Center as specified in Section 4.2: Operations.

4.7 Maintenance and Support

RTM Designs shall provide the support levels provided as well as metrics used to determine success.

4.7.1 State Requirements - Service Level Agreement

- RTM Designs System support and maintenance shall commence upon the effective date through the end of the Term, July 31, 2013, and any extensions thereof.
- Maintain the Hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required;
- Repair or replace the Hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms and requirements of the Contract.
- The State and ServiceLink staff shall have unlimited access, via phone or Email, to the RTM Designs technical support staff between the hours of 8:30am to 5:00pm-Monday thru Friday EST;
- RTM Designs response time for support shall conform with the specific deficiency class as described in the Exhibit G, Section 2.2: *Support Levels*.
- The ReferNET System shall be available to BEAS via the Internet 24 hours per day, 7 days per week.
- The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for scheduled maintenance.
- RTM Designs will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.

- 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.

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DEPARTMENT OF INFORMATION TECHNOLOGY
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CONTRACT 2009-2013**

EXHIBIT G

SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES

- RTM Designs 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.
- RTM Designs shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window
- If RTM Designs is unable to meet the 99.9% uptime requirement, RTM Designs 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.
- RTM Designs shall use a change management policy for notification and tracking of change requests as well as critical outages
- A critical outage will be designated when a business function cannot be met by a non-performing application and there is no work around to the problem.
- All hardware and software components of RTM Designs hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.
- Maintain a record of the activities related to repair or maintenance activities performed for the State. RTM Designs 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.
- RTM Designs shall provide the State with a personal secure FTP site to be used by ServiceLink/BEAS for uploading and downloading files.
- The State and ServiceLink shall have the ability to copy and paste all text contained in the Help functions of ReferNET for the purposes of customizing ServiceLink and authorized agent training;
- The State and ServiceLink shall have the ability to copy and integrate agency resources from partnering customer's I&R databases to ServiceLink/BEAS's I&R database as well as copying and integrating agency resources from ServiceLink/BEAS I&R databases to partnering customer's I&R database. Partnering customers include, but are not limited to, United Way of NH's NH211 system

4.8 Termination

RTM Designs agrees to transfer the State's Data in its custody to another hosting vendor or to the State upon termination or expiration of the Contract.

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EXHIBIT H
PRIORITY RESPONSES**

1. PRIORITY RESPONSES

Exhibit H is not applicable to this Contract.

**STATE OF NEW HAMPSHIRE
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EXHIBIT I
WORK PLAN**

1. WORK PLAN

Exhibit I is not applicable to this Contract.

**STATE OF NEW HAMPSHIRE
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CONTRACT 2009-2013
EXHIBIT J
ServiceLink ReferNET System SOFTWARE LICENSE**

1. LICENSE GRANT

RTM Designs hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive limited license to use the ServiceLink ReferNET System Software Hosting Service, subject to the terms of the Contract. The State may allow its agents and contractors to access and use the ServiceLink ReferNET System Software Hosting Service, and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up limited right and license to use, copy, modify and prepare derivative works of the Deliverables, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to the State in RTM Designs' Proposal.

2. DOCUMENTATION

RTM Designs shall provide the State with ServiceLink ReferNET System Software User Documentation. The State may make a sufficient number of copies of the ServiceLink ReferNET System Software for its licensed use and one copy of each program media.

RTM Designs shall provide the State with Unlimited user licenses and hard copy versions of the Software's associated User Documentation and one (1) electronic version of the User Documentation in Microsoft WORD and PDF format. The State agrees to include copyright and proprietary notices provided to the State by RTM Designs on the copies.

3. RESTRICTIONS

The State shall not:

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

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the ServiceLink ReferNET System Software shall remain with RTM Designs.

5. SERVICELINK REFERNET SYSTEM SOFTWARE ESCROW

Not applicable to this Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
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EXHIBIT J
ServiceLink ReferNET System SOFTWARE LICENSE**

6. VIRUSES

RTM Designs 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, RTM Designs will use best efforts to test the ServiceLink ReferNET System Software for viruses. RTM Designs shall also maintain a master copy of the appropriate versions of the ServiceLink ReferNET System Software, free of viruses. If the State believes a virus may be present in the ServiceLink ReferNET System Software, then upon its request, RTM Designs shall provide a master copy for comparison with and correction of the State's copy of the ServiceLink ReferNET System Software.

7. AUDIT

Not applicable.

8. NON-INFRINGEMENT

RTM Designs warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") 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, RTM Designs shall defend and indemnify the State against the claim provided that the State:

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

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

If RTM Designs believes or it is determined that any of the Material may have violated someone else's intellectual property rights, RTM Designs 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, RTM Designs may end the license, and require return of the applicable Material and refund all fees the State has paid RTM Designs under the Contract. RTM Designs will not indemnify the State if the State alters the Material without RTM Designs' consent or uses it outside the scope of use identified in RTM Designs' 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

**STATE OF NEW HAMPSHIRE
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CONTRACT 2009-2013
EXHIBIT J
ServiceLink ReferNET System SOFTWARE LICENSE**

additional cost. RTM Designs 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 RTM Designs. RTM Designs 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 RTM Designs without RTM Designs' consent

**STATE OF NEW HAMPSHIRE
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CONTRACT 2009-2013
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 Software

RTM Designs warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and 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 RTM Designs' entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if RTM Designs cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to RTM Designs 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 RTM Designs cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to RTM Designs for the deficient services.

1.2 Non-Infringement

RTM Designs warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") 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, RTM Designs shall defend and indemnify the State against the claim provided that the State:

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

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

**STATE OF NEW HAMPSHIRE
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CONTRACT 2009-2013
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

If RTM Designs believes or it is determined that any of the Material may have violated someone else's intellectual property rights, RTM Designs 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, RTM Designs may end the license, and require return of the applicable Material and refund all fees the State has paid RTM Designs under the Contract. RTM Designs will not indemnify the State if the State alters the Material without RTM Designs' consent or uses it outside the scope of use identified in RTM Designs' 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. RTM Designs 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 RTM Designs. RTM Designs 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 RTM Designs, without RTM Designs' consent.

1.3 Viruses; Destructive Programming

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

1.4 Compatibility

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

1.5 Licensing and Permits

RTM Designs warrants the RTM Designs is qualified and competent to provide all Services under this contract; RTM Designs and all employees of RTM Designs hold all necessary and appropriate licenses therefore, including those licenses needed for the hosted software systems, and the RTM Designs shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. RTM Designs shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which the State may elect to suspend payments hereunder, or terminate this Contract, or both.

**STATE OF NEW HAMPSHIRE
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EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

2. SERVICE WARRANTY

2.1 Services

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

2.2 Personnel

RTM Designs 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.

STATE OF NEW HAMPSHIRE
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CONTRACT 2009-2013
EXHIBIT L
TRAINING SERVICES

1. TRAINING SERVICES

Exhibit L is not applicable to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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CONTRACT 2009-2013
EXHIBIT M
RFP AND ADDENDUMS

1. RFP AND ADDENDUMS

Exhibit M is not applicable to this Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE**

1. RTM DESIGNS PROPOSAL BY REFERENCE

RTM Designs' Hosting, Support, and Maintenance Proposal prepared by RTM and sent to BEAS on 10\13\08 is attached and incorporated herein.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

1. CERTIFICATES AND ATTACHMENTS

The following RTM Designs' certificates are attached and incorporated herein:

- A. RTM Design' Certificate of Vote/Authority
- B. RTM Design' Certificate of Good Standing
- C. RTM Design' Certificate of Insurance

State of New Hampshire Department of State

CERTIFICATE OF REGISTERED TRADE NAME

OF

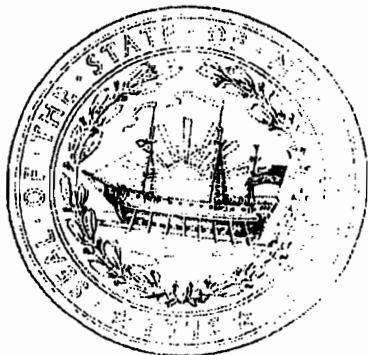
RTM Designs

This is to certify that Linda N Ross registered in this office as doing business under the Trade Name RTM Designs, at 172 Highlands Square, #301 Hendersonville, NC 28792 on May 12, 2009.

The nature of business is Internet database hosting service.

Expiration Date: May 12, 2014

Business ID#: 613798



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May, 2009 A.D.

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

William M. Gardner
Secretary of State

RTM Designs

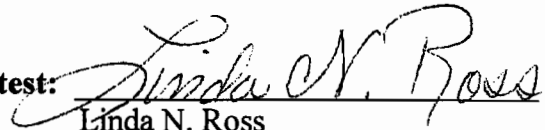
Sole Proprietorship Certification of Authority

I, Linda N. Ross, hereby certify that I am the sole member of RTM Designs, a small business, sole proprietorship in the State of North Carolina.

I certify that I am authorized to bind the company as the sole member and owner. I understand that the State of New Hampshire will rely on this Certificate as evidence that I have full authority to bind the company.

Dated: July 1, 2009

Attest:



Linda N. Ross

- Sole member

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID SL
RTMDE-1

DATE (MM/DD/YYYY)
05/07/09

PRODUCER
Earl F. Penny Insurance Agency
225 Sixth Avenue West
P.O.Box 368
Hendersonville NC 28793
Phone: 828-692-9171

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

RTM Designs
830 Sunlight Ridge Drive
Hendersonville NC 28792

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ITT Hartford Insurance co.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	20SBATA7207	06/05/09	06/05/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE	\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	20WECNV4079	04/28/09	04/28/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 100,000
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

STATE OF
State of New Hampshire
Dept. of Inform Technology
Chief Information Officer
27 Hazen Dr.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Stacey Stepp *Stacey Stepp*

