



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

4293  
26

*Bureau of Drug and Alcohol Services*

Nicholas A. Toumpas  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6738 1-800-804-0909

Diane Langley  
 Director

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 10, 2015

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

Retroactive

**REQUESTED ACTION**

1.) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services to **retroactively** amend an agreement with FEI.com Incorporated (Vendor #208991 B001) located at 7175 Columbia Gateway Drive, Suite A, Columbia, MD for the support and maintenance of the FEI Voucher Management System by increasing the price limitation by \$730,000 from \$2,614,501 to \$3,344,501 and extending the contract completion date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or date of Governor and Executive Council Approval, whichever is later. The Governor and Executive Council approved the original agreement on August 11, 2010, (Late Item A), and amended the agreement on January 19, 2011 (Item #65), July 11, 2012 (Item #33), June 5, 2013 (Item #102), and June 18, 2014 (Item #101). 100% Federal Funds.

2.) Further authorize the Department of Health and Human Services to assign the agreement with FEI.com to the Department of Information Technology, and authorize the Department of Information Technology to accept the contractual obligations of the agreement effective upon Governor and Executive Council approval for the period retroactive to June 30, 2015, through the expiration date of June 30, 2017.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**FISCAL DETAILS ATTACHED**

**EXPLANATION**

This request for Governor and Executive Council approval is **retroactive** since the existing agreement with FEI.com expires on June 30, 2015. Due to the new security challenges present in today's computing environment, it was necessary to negotiate many new security provisions with FEI.com for inclusion in this amendment. These new provisions can have a major impact on a vendor's costs and operational model; therefore, these discussions can take time.

The purpose of this amendment is to exercise the Department's option of a two year extension to the Web Infrastructure for Treatment and Prevention Services Systems agreement. This extension will allow the Department to continue to utilize the current Web Infrastructure for Treatment and Prevention Services software basic functionality which requires on-going support and maintenance. FEI Inc. operates this proprietary software that cannot be maintained by another vendor due to intellectual property restrictions.

The Web Infrastructure for Treatment and Preventions Services software supports individuals with substance use disorders with a wider access to community services through the Access to Recovery (ATR) Program. Access to Recovery provides services that support entry into the recovery community and provides recovery support services to strengthen and enhance any clinical treatment services a person has or is receiving. This program is essential early in recovery and to those individuals needing assistance to stabilize their lifestyle at a particularly vulnerable time.

The original agreement included a renewal option located in Statement of Work, Section 2., Contract Term, paragraph 2.1 Term.

Should Governor and Executive Council not approve this request, the Department would not have the necessary support to maintain the Web Infrastructure for Treatment and Preventions Services software. Without these community-level prevention services there would be an increase of substance misuse and abuse disorders which negatively impact the quality of life of individuals, families and communities in New Hampshire.

Area Served: Statewide

Source of Funds: 100% Federal Funds.

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

Respectfully Submitted,

  
for Diane Langley  
Director

Approved by:   
Nicholas A. Toumpas  
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/doi](http://www.nh.gov/doi)

**Denis Goulet**  
*Commissioner*

June 26, 2015

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 agency's request amend Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035E.

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services (BDAS), to amend an agreement with FEI.com Inc. for ongoing support and maintenance of the clinical data tracking and reporting system. The amendment extends the expiration date from June 30, 2015 to June 30, 2017, and increases the price limitation by \$730,000.00, \$2,614,501.00 to \$3,344,501.00. This amendment will become effective on the date of Governor and Executive Council approval.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/ltn  
Amendment 2010-035E

cc: Leslie Mason, DoIT  
Michael Rogers, DHHS

## FISCAL DETAILS

**05-95-49-4915102988 HEALTH AND SOCIAL SERVICES, HEALTH AN HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG AND ALCOHOL SVCS, PREVENTION SERVICES**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Current Modified Budget</b>	<b>Increased Amount</b>	<b>Revised Modified Budget</b>
2011	103-502664	Contracts for Op Svc	\$147,591	\$0	\$147,591
2013	102-502664	Contracts for Prog Svc	\$24,000	\$0	\$24,000
2013	102-502664	Contracts for Op Svc	\$190,360	\$0	\$190,360
2014	102-502664	Contracts for Prog Svc	\$24,000	\$0	\$24,000
2015	102-502664	Contracts for Prog Svc	\$0	\$30,000	\$30,000
		<b>Sub Total:</b>	<b>\$385,951</b>	<b>\$30,000</b>	<b>\$415,951</b>

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Current Modified Budget</b>	<b>Increased Amount</b>	<b>Revised Modified Budget</b>
2011	103-502664	Contracts for Op Svc	\$293,588	\$0	\$293,588
2011	103-502664	Contracts for Op Svc	\$39,302	\$0	\$39,302
2012	103-502664	Contracts for Op Svc	\$374,870	\$0	\$374,870
2013	103-502664	Contracts for Op Svc	\$239,215	\$0	\$239,215
2014	102-502664	Contracts for Op Svc	\$0	\$300,265	\$300,265
2015	102-502664	Contracts for Op Svc	\$248,975	\$147,375	\$396,350
		<b>Sub Total:</b>	<b>\$1,195,950</b>	<b>\$447,640</b>	<b>\$1,643,590</b>

**05-95-49-491510-2993 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GRANTS-ATR**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Current Modified Budget</b>	<b>Increased Amount</b>	<b>Revised Modified Budget</b>
2011	102-500731	Contracts for Prog Svc	\$184,760	\$0	\$184,760
2012	102-500731	Contracts for Prog Svc	\$123,400	\$0	\$123,400
2013	102-500731	Contracts for Prog Svc	\$123,400	\$0	\$123,400
2014	102-500731	Contracts for Prog Svc	\$123,400	\$0	\$123,400
2015	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
		<b>Total:</b>	<b>\$554,960</b>	<b>\$0</b>	<b>\$554,960</b>

## FISCAL DETAILS

01-03-03-030010-76950000-DOIT FOR DHHS TECHNOLOGY SOFTWARE  
JOB #03900010

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Current Modified Budget</b>	<b>Increased Amount</b>	<b>Revised Modified Budget</b>
2016	038-509038	Technology Software	\$0	\$360,000	<b>\$360,000</b>
2017	038-509038	Technology Software	\$0	\$370,000	<b>\$370,000</b>
		<b>Total:</b>	<b>\$0</b>	<b>\$730,000</b>	<b>\$730,000</b>
		<b>Total:</b>	<b>\$2,614,501</b>	<b>\$3,344,501</b>	<b>\$3,344,501</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment E to the 2010-035 State Outcomes Measurement and Management System**

This Amendment E to 2010-035 State Outcomes Measurement and Management System contract (hereinafter referred to as "Amendment E") dated this, tenth day of June, 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FEI.com Incorporated (hereinafter referred to as "the Contractor"), a corporation with a place of business at 7175 Columbia Gateway Drive, Suite A, Columbia, Maryland 20146.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 11, 2010 (Late item #A), Amendment A on January 19, 2011(item #65), Amendment B on July 11, 2012 (item #33), Amendment C on June 5, 2013 (item #102) and Amendment D June 18, 2014 (Item #101), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Statement of Work, Section 2 Contract Term, the State may renew the Contract by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for two (2) years and increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.1, State Agency Name, to read:  
Department of Information Technology
2. Form P-37, General Provisions, Item 1.2, State Agency Address, to read:  
27 Hazen Drive, Concord, NH 03310
3. Form P-37, General Provisions, Item 1.6, Account Number, to read:  
010 - 003 - 7695 - 0300 - 038 - 9038 - 7130400
4. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
June 30, 2017
5. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$3,344,501
6. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:



Denis Goulet

7. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
603-223-5701

8. Statement of Work, 1. Contract Documents, Paragraph 1.1 add the following:  
u. Amendment E

9. Replace Statement of Work, Section 4 Contract Management, Paragraph 4.1 FEI Contract Manager with;

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

Name: David Holtzapple

Title: Contracts Manager

Address: 7175 Columbia Gateway Drive, Suite A, Columbia, MD 21046

Tel # (443) 270-5104

eMail: [david.holtzapple@feisystems.com](mailto:david.holtzapple@feisystems.com)

10. Replace Statement of Work, Section 4 Contract Management, Paragraph 4.2.5 with;

Patty Canham

Project/Account Manager

7175 Columbia Gateway Drive, Suite A

Columbia, MD 21046

Tel: (434) 393-2676

Cell: (410) 456-3836

eMail: [Patty.Canham@feisystems.com](mailto:Patty.Canham@feisystems.com)

11. Replace Statement of Work, Section 4 Contract Management, Paragraph 4.3.3.1 with;

Jiao Gu, President & CEO

Rodney Conrad, Senior Vice President, Operations

Nik Garifalos, Vice President/WITS Program Director

Shawn Hutton, Technical Director

Ryan White, Database Architect

Deeksha Garg, Productions Support Manager

12. Replace Statement of Work Section 4 Contract Management, Paragraph 4.4 State Contract Manager with;

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:

Michael O'Neil

Department of Information Technology

64 South Street

Concord, NH 03301

TEL: (603) 230-3459



13. Replace Statement of Work Section 4 Contract Management, Paragraph 4.5 State Project Manager with;

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 team members;
- 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 stakeholder’ concerns.

The State Project Manager is:

Michael Rogers  
 Department of Health and Human Services  
 Bureau of Drug and Alcohol Services  
 125 Pleasant Street  
 Concord, NH 03301  
 TEL: (603) 271-5585  
 eMail: [Michael.rogers@dhhs.state.nh.us](mailto:Michael.rogers@dhhs.state.nh.us)

14. Replace Statement of Work Section 13 General Provisions, Paragraph 13.6 Dispute Resolution with;

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	FEI	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Patty Canham Project Manager	Michael Rogers State Project Manager (PM)	5 Business Days
First	Nik Garifalos VP, WITS Director	Michael O’Neil IT Manager Department of Information Technology	10 Business Days
Second	Rodney Conrad SVP Operations	Christina Goodwin Department of Information Technology	15 Business Days





Third	Jiao Gu President	Denis Goulet Commissioner Department of Information Technology	20 Business Days
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The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

15. Replace Statement of Work Section 13 General Provisions, Paragraph 13.16 Notice with;

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 or via email.

TO CONTRACTOR:

Patty Canham  
7175 Columbia Gateway Drive, Suite A  
Columbia, MD 21046  
Tel: (443) 393-2676

TO STATE:

State of New Hampshire  
Department of Information Technology  
64 South Street  
Concord, NH 03301  
Tel: (603) 230-3459

16. Exhibit B, Price and Payment Schedule, Section 1 Deliverable Payment Schedule add;

1.2 Deliverables, Activities, and Milestones

Additional Deliverables are set forth in Contract Attachment 1, which is hereby incorporated within.

17. Replace Exhibit B, Price and Payment Schedule, Section 1.1 Firm Fixed Price with;

1.1. Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$3,344,501 for the period between the Effective Date through June 30, 2017. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below;

Hosting		\$55,000.00	\$55,000.00
Maintenance and Support		\$305,000.00	\$315,000.00
<b>Subtotal FY16 &amp; FY 17</b>		<b>\$360,000.00</b>	<b>\$370,000.00</b>

18. Replace Exhibit B, Price and Payment Schedule, Section 2 Total Contract Price with;

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 \$3,344,501.00 ("Total Contract Price"). The payment by the State of the total



contract price shall be the only, and the complete reimbursement to Contractor for all fees and expenses, of whatever nature, incurred by Contractor 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.

19. Replace Exhibit B, Price and Payment Schedule, Section 3 Invoicing with;

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably delayed or 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 will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

State of New Hampshire  
c/o Accounts Payable  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

Invoices for Development and Implementation shall be issued and paid upon the State's written acceptance of each Contract Deliverable. Invoices for Hosting, Support, and Maintenance services shall be issued and paid annually in advance.

20. Add Introductory Sentence to Exhibit D, Administrative Services to read;

Contractor shall provide the following Services described in this Exhibit D and Exhibit O, Attachment 1 Requirements, Tab 5 Administrative Services, including but not limited to:

21. Replace Introductory Sentence in Exhibit F, Testing Services with;

Contractor shall provide the following Services described in this Exhibit F and Exhibit O, Attachment 1 Requirements, Tab 2 Testing, including but not limited to:

22. Add Introductory Sentence to Exhibit G, Hosting, Maintenance, and Support Services to read;

Contractor shall provide the following Services described in this Exhibit G and Exhibit O, Attachment 1 Requirements, Tab 3 Hosting, including but not limited to:

23. Exhibit I, Work Plan, Table 4.1 Planned Conversions delete John Sweeney and Replace with Michael Rogers.

24. Add Introductory Sentence to Exhibit J, Software License and Related Terms to read;

Contractor shall provide the following Services described in this Exhibit J and Exhibit O, Attachment 1 Requirements, Tab 1 Application - Software, including but not limited to:

25. Exhibit O, Certificates and Attachments add;

E. Attachment 1 - Requirements



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

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

6/22/15  
Date

State of New Hampshire  
Department of Health and Human Services  
Mailee Khan  
Deputy Commissioner  
NAME  
TITLE

6/18/2015  
Date

FEI.com, Inc  
RJ Conrad  
NAME Rodney E. Conrad  
TITLE Sr. Vice President

Acknowledgement:  
State of Maryland, County of Frederick on 6/18/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.  
Signature of Notary Public or Justice of the Peace

Hilary Viehe Notary  
Name and Title of Notary or Justice of the Peace

**HILARY VIEHE  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND**



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

OFFICE OF THE ATTORNEY GENERAL

7/9/15  
Date

Megan A. Yapp  
Name: Megan A. Yapp  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**APPLICATION REQUIREMENTS**

**GENERAL SPECIFICATIONS**

A1.1	Ability to access data using open standards access drivers (Supported versions in the comments field).	M	Yes	Custom	WITS is on a Microsoft platform using SQL Server. Production data is copied every night into the SSRS (SQL Server Reporting System) environment. Both environments are accessible using various access drivers. In production, if NHB DAS chooses to make the data available to clients, would build a webservice to support that extract so that it is compliant with HIPAA and 42 CFR2 regulations. In SSRS data can be extracted into Excel, PDF, Word or HTML formats. NHB DAS, as the administrator, determines who has access to SSRS.
A1.2	The system software adheres to open standards and is not proprietary.	M	Yes	Custom	Microsoft SQL Server is not considered an "open standards" software. However, NHB DAS can easily obtain data as described in A1.1.
A1.3	The database platform adheres to open standards.	M	Yes	Custom	Platform is Microsoft and SQL Server. Data is available in whatever formats NH chooses to use.
A1.4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Yes	Custom	
A1.5	Web-based compatible and in conformance with the following W3C standards:	M	Yes	Standard	
A1.6	XHTML 1.0	M	Yes	Standard	
A1.7	CSS 2.1	M	Yes	Standard	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT SYSTEM  
ATTACHMENT 1 - REQUIREMENTS

A1.8	XML 1.0 (fourth edition)	M	Yes	Standard	
A1.9	Ability to operate in a virtual environment, with VMWare	M	Yes	Standard	
A1.10	Compatibility with EMC Networker for managing backups	M	Yes	Standard	
A1.11	Operates on an Oracle/Linux or Microsoft SQL database platform	M	Yes	Standard	
<b>APPLICATION SECURITY</b>					
A1.12	Verify the <b>identity of or authenticate</b> all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1.13	Verify the <b>identity and authenticate</b> all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1.14	Enforce unique user names.	M	Yes	Standard	
A1.15	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	Yes	FUTURE	FEI is in the process of making changes to the login password model that will resemble the Microsoft model (can be reviewed at this site: <a href="http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7">http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7</a> ). June deployment planned.
A1.16	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Yes	FUTURE	FEI is in the process of making changes to the login password model that will resemble the Microsoft model (can be reviewed at this site: <a href="http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7">http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7</a> ). June deployment planned.
A1.17	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Passwords are encrypted over the wire and they are not stored in the database. They are stored in ADLDS.
A1.18	Expire passwords after 90 days.	M	Yes	Standard	Can support expiring passwords after 90 days.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT SYSTEM  
ATTACHMENT 1 - REQUIREMENTS

A1.19	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A1.20	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	
A1.21	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A1.22	Ensure application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	Yes	FUTURE	Compliance anticipated by August 2015. FEI agrees to provide document that describes impact of penetration testing results to the New Hampshire WITS instance. Anticipate that penetration testing will be conducted annually.
A1.23	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	
A1.24	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard	
A1.25	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for 90 days.	M	Yes	Standard	FEI audits data transactions in the database. In the future those will be moved to a separate auditing database.
A1.26	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A1.27	Do not utilize Software and System Services for anything other than their designed for use	M	Yes	Standard	
A1.28	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	
A1.29	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A1.30	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A1.31	Create change management documentation and procedures	M	Yes	Standard	Release changes sent to customers at the time the release is available. Each work item tracks any changes made to that work item.

**TESTING**

**APPLICATION SECURITY TESTING**

T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	
T1.5	Test for encryption; supports the encoding of data for security purposes	M	Yes	Standard	
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	System will lock after 3 failed login attempts. We track the IP addresses that are used to login into WITS with valid credentials.
T1.7	Test the Digital Signature; guarantees the unaltered state of a file	M	Yes	Standard	In WITS, any user, when logged in, has all information tracked to their login, and when the clinical process requires signature of the record, this is noted against the user's login, and is time and date stamped, and that this cannot be altered by another user. This applies to specific portions of the clinical record.
T1.8	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	Roles are distinguished within the the application via screens that only the State has access to. State has the option to delegate role assignment to agency and staff administrators.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT SYSTEM  
ATTACHMENT 1 - REQUIREMENTS

	M	Yes	Standard	
T1.9				An audit log is created whenever a user updates any item in WITS. An audit is also created whenever a user views client information.
T1.10	M	Yes	FUTURE	FEI has a robust development and testing methodology in place to minimize risk at the application level. Developers follow development best practices and development peer reviews are required before testing starts. Testers generate use cases after requirements are completed, and testing execution must pass the use cases before the change can be assigned to a release. FEI agrees to provide document that describes impact of penetration testing results to the New Hampshire WITS instance.
T1.11	M	Yes	Standard	Testing is done once a year.
T1.12	M	Yes	Custom	The application is currently in production on FEI's infrastructure. FEI performs monthly vulnerability scans at the network level and major changes to infrastructure are tested by FEI's IT staff. Application releases are done every 2 weeks, and developers/testers follow a methodology to minimize the application risk (see T1.12 response). Please see FEI's document <b><u>FEI SECURITY &amp; PRIVACY PROGRAM OVERVIEW</u></b> for more information.

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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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ATTACHMENT 1 - REQUIREMENTS

**HOSTING-CLOUD REQUIREMENTS**

**OPERATIONS**

H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	FEI has implemented reasonable and appropriate controls to ensure a secure hosting environment.
H1.2	State access will be via VPN or Internet Browser	M	Yes	Standard	
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Yes	Standard	If state requires a feature such as Log Shipping of data via Site to Site Tunnel - there is an additional cost for that type of access.
H1.4	At a minimum, the System should support this client configuration; Internet Explorer 6, and 128 bit encryption.	M	Yes	Standard	Application requires base IE Version 10.
H1.5	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Yes	Standard	
H1.6	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Yes	Standard	
H1.7	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Yes	Standard	As NH WITS is a hosted solution, there are no on-site Fei personnel, but there is an emergency IT On-Call number
H1.8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Yes	Standard	Equinix is the Data Center vendor who ensures this requirement per their contract with FEI.
H1.9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes	Standard	Equinix is the Data Center vendor who ensures this requirement per their contract with FEI.

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H1.10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes	Standard	Equinix is the Data Center vendor who ensures this requirement per their contract with FEI.
H1.11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Yes	Standard	Equinix is the Data Center vendor who ensures this requirement per their contract with FEI.
H1.12	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Yes	Standard	Equinix is the Data Center vendor who ensures this requirement per their contract with FEI.
H1.13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes	Standard	Equinix is the Data Center vendor who ensures this requirement per their contract with FEI.
H1.14	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	Equinix is the Data Center vendor who ensures this requirement per their contract with FEI.
H1.15	Vendor must monitor the application and all servers.	M	Yes	Standard	
H1.16	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes	Standard	
H1.17	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	
H1.18	Vendor shall monitor System, security, database, and application logs.	M	Yes	Standard	
H1.19	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.20	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	
H1.21	The Vendor shall monitor physical hardware.	M	Yes	Standard	
H1.22	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Yes	Standard	

**DISASTER RECOVERY**

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H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Yes	Custom	FEI has instituted what we believe to be robust disaster recovery procedures. Disaster recovery procedures for FEI shall be reviewed and accepted by the State.
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes	Standard	
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	D	No	Custom	As NH WITS is hosted on FEI infrastructure, the data never leaves the FEI DataCenter.
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	

**NETWORK ARCHITECTURE**

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H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.5% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	FEI has worked with all customers on this requirement and current standard performance is defined as 99.5%.
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Yes	Standard	FEI shall have redundant Internet Vendors to ensure high availability
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes	Standard	We have multiple ISP providers. The failover is not automatic
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes	Standard	
H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server - resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN)	M	Yes	Standard	
<b>HOSTING SECURITY</b>					
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	Data is not encrypted when exchanged between servers inside the FEI Data Center. All other data exchanges are encrypted, e.g. SFTP, external web calls over HTTPS.
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	FUTURE	FEI has started implementing Next Gen Fortinet Firewalls - IDP/IPS. Servers run updates to date Microsoft's System Center Endpoint Protection. June 2015 compliance anticipated.

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H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	Equinix is the Data Center vendor who ensures this requirement per their contract with FEI.
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code. Also include results of internal, as well as external penetration testing.	M	Yes	Custom	FEI currently does not scan application code with a tool like Veriscan every time a release comes out as we are doing releases every 2 weeks to meet customer demand. We have done a code scan on a non-scheduled basis, and issues found were addressed. Long term plan is to determine what the future schedule will be for doing that type of scan. FEI shall provide a copy of the current development process with testing process and methodology and how browser access minimizes risks associated with malicious code.
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes	Standard	
H4.8	The Vendor shall be liable for costs associated with any breach of State data that is accessed from the Fei hosting environment including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	

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H4.10	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.		Yes	Standard	Dell SecureWorks is the security operations (SOC) vendor.
H4.11	The operating system and the data base should be built and hardened wherever possible to guidelines set forth by CIS (Center Internet Security), NIST, and NSA		Yes	FUTURE	FEI has started building this process using Tenable. Initial focus has been to use this to close exploits and harden the OS. FEI is hold to the federal standards. Tenable has audits where it can look for mis-configurations. It is a continual process, but not a tripwire e.g. would be picked up at next scan.
H4.12	The Vendor must provide reports to validate that redundancy is in fact in place and backup/restores are functioning.				<i>FEI to send info on data backups and Disaster Recovery plan to NH DoIT and BDAS. Also refer to FEI's document <b>FEI SECURITY &amp; PRIVACY PROGRAM OVERVIEW</b> for high level information on FEI's disaster recovery process.</i>
H4.13	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes	Standard	Equinix is the Data Center vendor who ensures this requirement per their contract with FEI.
<b>SERVICE LEVEL AGREEMENT</b>					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	FEI has process in place to address this. Need feedback from the State as to their specifications, terms and requirements
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	FEI has process in place to address this. Need feedback from the State as to their specifications, terms and requirements
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M	Yes	Standard	

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<p>H5.5</p>	<p>The Vendor response time for support shall conform to the specific deficiency class as described below:  <ul style="list-style-type: none"> <li>o <i>Critical</i> (Class A) Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o <i>High</i> (Class B) Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o <i>Medium</i> (Class C) Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> <li>o <i>Low</i> Deficiency - Software - Lowest priority, can be deferred. Written Documentation - Not applicable. Non Software - Not applicable.</li> </ul> </p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	<p>Refer to the chart listed at the bottom of the 6.SUPPORT &amp; MAINTENANCE tab for list of problem severity levels and response times.</p>
<p>H5.6</p>	<p>FEI will provide response times as specified in the chart listed at the bottom of the 6.SUPPORT &amp; MAINTENANCE tab. NHB DAS will provide the first tier support for items that can be addressed by NHB DAS staff (eg. password resets, questions from agencies on rates, etc). For items that can't be addressed by NHB DAS, FEI's Help Desk Support has dedicated phone support available during business hours of Monday through Friday from 8am to 6pm EST. NH can send emails / support tickets / voice mail 24/7. Problem categorization is defined in Requirement H5.5 above and response time is outlined in the chart at the bottom of tab 6. SUPPORT &amp; MAINTENANCE. Target response time for email and online support is 24 hours or less.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>H5.7</p>	<p>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	<p>Weekly Reboots (Sun 2am EST)</p>
<p>H5.8</p>	<p>The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	
<p>H5.9</p>	<p>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.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>	



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H5.10	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	This is addressed through release process, weekly meetings with NHB DAS and the monthly WITS User Group meetings.
H5.11	The Vendor shall guarantee 99.5% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	
H5.12	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
H5.13	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	
H5.14	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	
H5.15	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	FUTURE	Currently have a SCOM report that is a roll up of all customers. In the future, will have this report available for each customer.
H5.16	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Yes	Standard	

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**SUPPORT & MAINTENANCE REQUIREMENTS**

**SUPPORT & MAINTENANCE REQUIREMENTS**

		M	Yes	Standard	
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	FEI has a robust process to maintain hardware and software. The current contract has no specifications, terms or requirements - would need to see what State is proposing to determine if we are aligned with that.
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	FEI has a robust process to maintain hardware and software. The current contract has no specifications, terms or requirements - would need to see what State is proposing to determine if we are aligned with that.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M	Yes	Standard	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in Tab 5 - H5.5 & H5.6.	M	Yes	Standard	FEI has developed standard response times for all customers - this information is listed at the bottom of this spreadsheet.
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Custom	In some instances, there is a cost to turn on a feature. This information is reviewed with the state prior to implementation to ensure state is in agreement with that cost.

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S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	Addressed with helpdesk tickets and enhancement work items. FEI maintains a repository of these, which are also made available to all customers.
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency reSolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes	Standard	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	
<b>WARRANTY SERVICES</b>					
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Yes	Standard	FEI has a robust process to maintain hardware and software. The current contract has no specifications, terms or requirements - would need to see what State is proposing to determine if we are aligned with that.
S2.2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;	M	Yes	Standard	FEI has a robust process to maintain hardware and software. The current contract has no specifications, terms or requirements - would need to see what State is proposing to determine if we are aligned with that.

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S2.3	NH contract specifies tier 3 support. FEI's Help Desk Support shall have dedicated phone support available during business hours of Monday through Friday from 8am to 6pm EST. NH can send emails / support tickets / voice mail 24/7. Target response time for email and online support is 24 hours or less. If NH requires additional support, FEI will need to review those requirements to determine the additional cost.	M	Yes	Standard	
S2.4	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	Standard	
S2.5	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	M	Yes	Standard	
S2.6	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems;	M	Yes	Standard	
S2.7	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected within the FEI WITS release schedule based upon customer priority.	M	Yes	Standard	

**Standard Problem level matrix:**

Problem level	Acknowledgement	Action Plan/First follow up	Status reporting and or Resolution
	<i>All hours below are within business hours of Monday – Friday, 8am-6pm EST</i>		
<b>Critical</b>	<b>2-3 hours</b>	<b>4-8 hours</b>	<b>12 hours</b>

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<b>High</b>	<b>2-3 hours</b>	<b>8-12 hours</b>	<b>24 hours</b>
<b>Medium</b>	<b>1 Hours</b>	<b>24 hours</b>	<b>40 hours</b>
<b>Low</b>	<b>4 hours</b>	<b>40 hours</b>	<b>80 hours</b>

PROJECT MANAGEMENT

PROJECT MANAGEMENT						
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	FEI initially responded to an RFP that was issued by SAMHSA for a SOMMS contract in NH, dealing with providing a gap analysis for the WITS system. That project was awarded (by SAMHSA) in 2008. The WITS project for NH then started in 2010. Currently the FEI WITS system is supporting Substance abuse, IDCMP and Prevention functions for NHBIDAS and their providers. We host weekly meetings with NHBIDAS staff to review enhancements in flight, requests for new enhancements, issues, or work being done by other WITS customers that may be of interest to NH. We also host a monthly WITS User Group meeting that NHBIDAS attends with our other 28 customers to collaborate on changes that will impact or benefit all customers.	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	FEI provides an account manager, business analysts, development staff, QA testing staff, production support staff and IT staff to support work being done for NHBIDAS	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Custom	A list of deliverables was included as part of the write up for the RFP awarded in 2008. Those were all addressed in work commencing in the 2010 award. All new work is discussed with the state on a weekly basis.	
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Custom	Updates on work items are provided to NHBIDAS staff every week. A list of all work items with current status is provided to NHBIDAS	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-line, in a common library or on paper)	M	Yes	Custom	Project documentation that is shared with NHBIDAS at weekly meetings is housed in a NH folder on FEI's portal. It is available upon request. All requirements are shared and reviewed with NHBIDAS. These Word documents are housed in FEI's TFS database, which is the repository for all work items	
P1.6						
P1.7						
P1.8						
P1.9						
P1.10						

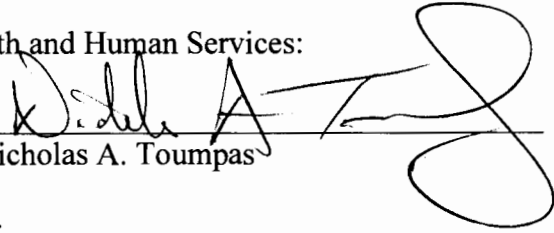
## CONSENT TO ASSIGNMENT

FEI Systems, Inc. ("FEI") hereby conditionally consents to the Department of Health and Human Services' assignment of Contract 2010-035 State Outcomes Measurement and Management System approved by Governor and Council on August 11, 2010, Item #LATE ITEM A and amended on January 19, 2011, Item #65, on July 11, 2012, Item #33, June 5, 2013, Item #102, and on June 18, 2014, Item #101, to the Department of Information Technology.

This consent to assignment is conditioned upon the Department of Information Technology's assuming full responsibility for performance of the entire aforementioned contract, including but not limited to, any and all obligations and liabilities under the contract.

Subject to the conditions contained herein. This contract assignment shall be effective upon Governor and Executive Council approval.

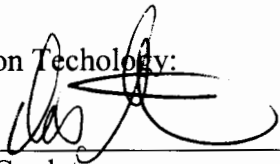
Department of Health and Human Services:

By:   
Nicholas A. Toumpas

Title: \_\_\_\_\_  
Commissioner

Date: 6/24/15

Department of Information Technology:

By:   
Denis Goulet

Title: \_\_\_\_\_  
Commissioner

Date: 6/26/2015

FEI.Com, Incorporated:

By:   
Rodney E Conrad

Title: Sr. Vice President  
Sr. Vice President

Date: 6/18/2015

(Seal)

STATE OF Maryland

COUNTY OF Frederick

On this the 18<sup>th</sup> day of June, 2005 before me,  
Rodney Conrad, the undersigned Officer, personally appeared and  
acknowledged her/himself to be the Sr Vice President, of  
Fel.com, Inc., a corporation, and that she/he, as such  
Sr Vice President being authorized to do so, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the corporation by her/himself as  
Rodney Conrad, Sr Vice President of Fel.com, Inc.

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

Hilary Viehe  
Notary Public/Justice of the Peace: \_

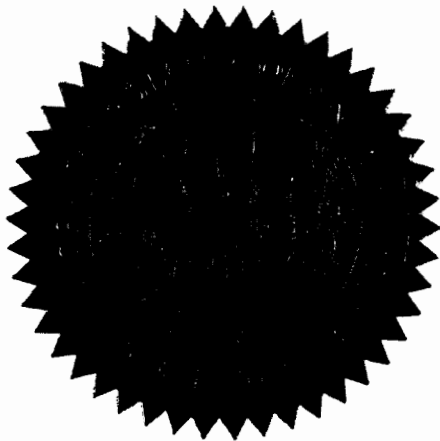
**HILARY VIEHE  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND**



# 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 FEI.Com, Inc. a(n) Maryland corporation, is authorized to transact business in New Hampshire and qualified on April 19, 2010. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10<sup>th</sup> day of July, A.D. 2015

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

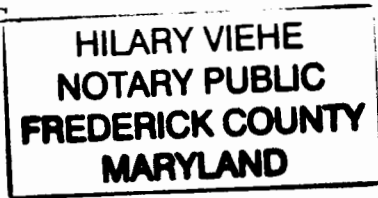
I, Shelton Skolnick, do hereby certify that:

1. I am the duly elected Secretary of FEI.com, Inc.
  
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of FEI.com, Inc. held on June 17, 2015:

RESOLVED: That Rodney Conrad, Senior Vice President of FEI.com, Inc., is hereby authorized on behalf of FEI.com, Inc. to sign Amendment No. E to Contract 2010-035 State Outcomes Measurement and Management System with the State of New Hampshire, and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The foregoing resolution has not been amended or revoked and remains in full force and effect as of June 18, 2015.

4. Rodney Conrad is the duly appointed Senior Vice President of FEI.com, Inc.



*Shelton Skolnick*  
Secretary

STATE OF MARYLAND :  
COUNTY OF HOWARD :

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2015, by Shelton Skolnick.

*Hilary Viehe*  
Notary Public

My commission expires: 12/22/17

MINUTES OF MEETING OF BOARD OF DIRECTORS  
OF FEI.COM, INC. ON JUNE 17, 2015

A meeting of the Board of Directors of FEI.com, Inc. was held at 7175 Columbia Gateway Drive, Suite A, Columbia, Maryland 21046 on June 17, 2015 at 1:15 p.m.

The following persons were present: Jiao Zhong Gu, John Town (by telephone) and Shelton Skolnick, being all of the Directors of the corporation.

Jiao Zhong Gu was elected chairman of the meeting, and Shelton Skolnick was elected secretary of the meeting.

WHEREAS, it is necessary for the corporation to authorize the signing of Amendment No. E to Contract 2010-035 State Outcomes Measurement and Management System with the State of New Hampshire.

Upon motion, the Board approved the following resolution:

RESOLVED: That Rodney Conrad, Senior Vice President of FEI.com, Inc., is hereby authorized on behalf of FEI.com, Inc. to sign Amendment No. E to Contract 2010-035 State Outcomes Measurement and Management System with the State of New Hampshire, and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

There being no other business, upon a duly made motion, seconded and carried, the meeting was adjourned at 1:30 p.m.

  
\_\_\_\_\_  
Shelton Skolnick, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

FEICO-1

OP ID: JI

DATE (MM/DD/YYYY)  
06/09/2015

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

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

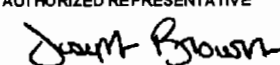
<b>PRODUCER</b> The Insurance Exchange, Inc. 9713 Key West Avenue, Ste 401 Rockville, MD 20850 Joseph E. Brown, CIC	<b>CONTACT NAME:</b> Joseph E. Brown, CIC	
	<b>PHONE (A/C, No, Ext):</b> 301-279-5500	<b>FAX (A/C, No):</b> 301-330-1270
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hanover Insurance Company		22292
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZDR-A605532-00	04/11/2015	04/11/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWR-A605538-00	04/11/2015	04/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHR-A605543-00	04/11/2015	04/11/2016	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2R-A592294-00	04/11/2015	04/11/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liab/ Cyber Liability</b>			LHR-A605536-00	04/11/2015	04/11/2016	5,000,000

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

<b>CERTIFICATE HOLDER</b>  FEISTA8  State of New Hampshire Dept. of Health & Human Svcs. Attn: Commissioner 27 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b>  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 
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5/27/14

YV 101



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

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
Commissioner

Diane Langley, Director  
Sheri Rockburn, Director

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

April 29, 2014

Sole Source

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services to exercise a **sole source** amendment to an agreement with FEI.com Inc., Purchase Order #1010373 (Vendor #208991 B001) 8930 Old Annapolis Road, Suite C, Columbia, MD 21045, by increasing the Price Limitation by \$477,640.00 from \$2,136,861.00 to \$2,614,501.00 to a provide enhancements to the Web Infrastructure for Treatment Services System, effective upon date of Governor and Council approval and further extend the current completion date from December 31, 2014 to June 30, 2015. This Agreement was originally approved by Governor and Council on August 11, 2010, Late item A and amended on January 19, 2011, Item #65 and again on July 11, 2012, Item #33 and again on June 5, 2013, Item #102. Funds are available in the following accounts State Fiscal Year 2014 and 2015, with authority to adjust amounts if needed and justified, between State Fiscal Years. *100% Federal Funds*

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	103-502664	Contracts for Op Svc	\$147,591.00	\$0.00	\$147,591.00
SFY 2013	102-502664	Contracts for Prog Svc	\$24,000.00	\$0.00	\$24,000.00
SFY 2013	102-502664	Contracts for Op Svc	\$190,360.00	\$0.00	\$190,360.00
SFY 2014	102-502664	Contracts for Prog Svc	\$24,000.00	\$0.00	\$24,000.00
SFY 2015	102-502664	Contracts for Prog Svc	\$0.00	\$30,000.00	\$30,000.00
		Sub-Total	\$385,951.00	\$30,000.00	\$415,951.00

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	103-502664	Contracts for Op Svc	\$293,588.00	\$0.00	\$293,588.00
SFY 2011	103-502664	Contracts for Op Svc	\$39,302.00	\$0.00	\$39,302.00
SFY 2012	103-502664	Contracts for Op Svc	\$374,870.00	\$0.00	\$374,870.00
SFY 2013	103-502664	Contracts for Op Svc	\$239,215.00	\$0.00	\$239,215.00
SFY 2014	102-502664	Contracts for Op Svc	\$0.00	\$300,265.00	\$300,265.00
SFY 2015	102-502664	Contracts for Op Svc	\$248,975.00	\$147,375.00	\$396,350.00
		Sub-Total	\$1,195,950.00	\$447,640.00	\$1,643,590.00

05-95-49-491510-2993 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, SAMHSA GRANTS -ATR

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	102-500731	Contracts for Prog Svc	\$184,760.00	\$0.00	\$184,760.00
SFY 2012	102-500731	Contracts for Prog Svc	\$123,400.00	\$0.00	\$123,400.00
SFY 2013	102-500731	Contracts for Prog Svc	\$123,400.00	\$0.00	\$123,400.00
SFY 2014	102-500731	Contracts for Prog Svc	\$123,400.00	\$0.00	\$123,400.00
SFY 2015	102-500731	Contracts for Prog Svc	\$0.00	\$0.00	\$0.00
		Sub-Total	\$554,960.00	\$0.00	\$554,960.00
		TOTAL	\$2,136,861.00	\$477,640.00	\$2,614,501.00

**EXPLANATION**

This amendment represents a **sole source** request to allow the Department to continue to integrate and enhance all of its electronic health records information systems under one broad standardized application. The current Web Infrastructure for Treatment and Prevention Services software basic functionality will be modified to increase enhancements to the Treatment Services System module. The Department currently contracts with FEI.com Inc. for hosting, maintenance, on-going development of the Treatment Services module, the Voucher Management System for the Access to Recovery Grant, and the Prevention Performance Management System. Continuing to build on an existing successful system will provide for certain economies through enhancements to existing functionality, decreased costs of maintenance, and continuity of operations. In addition the Bureau will be able to leverage the existing expertise of staff already knowledgeable in supporting the system. The current iteration of the Web Infrastructure is proprietary to members of the Web Infrastructure collaborative. The BDAS justifies this amendment to make significant Web Infrastructure for Treatment Services System (WITS) changes to their billing processes as a result of Medicaid Expansion and the Affordable Care Act (ACA), accounting for Substance Addiction and Mental Health Parity. This includes necessary changes to Fee Determination. The Sliding Fee Scale required under HB2. Client Group Enrolment, Group and Payor Plan Profiles, Release to Billing Rules, and Client Statements.

Should Governor and Executive Council not authorize this Request, New Hampshire Substance Abuse Federal Block Grant funds would be in jeopardy due to an inability to collect performance and outcome data from the Bureau's federally funded prevention providers. Block Grant funds are the only source of funds currently funding the prevention system, without these community-level prevention services there would be an increase of substance misuse and abuse disorders impacting quality of life for individuals, families and communities in New Hampshire.

As stated in the original Governor and Council letter approved August 11, 2010, Late Item A, this contract was a sole source because there were no known viable alternatives to implement the Web Infrastructure for Treatment Services system to meet New Hampshire's needs to report on the National Outcome Measures.

To date, the contractor has performed all requirements of their contract in a timely manner and has made the requested functional modifications established in the scope of work in a completely satisfactory manner. The following performance measures will be used to measure the effectiveness of the agreement.

1. User acceptance testing to ensure fidelity to all enhancement and modifications established in the requirements analysis.
2. A schedule for development and implementation tasks will be used to track timely completion of contracted work.
3. Training provided by FEI.com, Inc to the Bureau and it's associated system users will be monitored for effectiveness.
4. Vendor will host the web-based reporting system; secure and store the data in accordance with state and federal requirements; complete upgrades and regular maintenance; and provide technical assistance to the users all of which will be monitored by BDAS administrative staff.
5. The WITS system will provide various reports for service provider, regional network and state aggregated data.

Area served: Statewide.

Source of Funds: 100% Federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Block Grant.

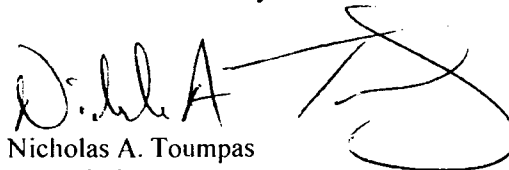
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Sheri Rockburn, Director  
Division of Community Based Care

Approved by:



Nicholas A. Toumpas  
Commissioner

SR/lc



**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

**Peter C. Hastings**  
*Commissioner*

May 22, 2014

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 agency's request to amend Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035D.

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services (BDAS), to amend an agreement with FEI.com Inc. to enhance the WITS system with new capabilities to support the Medicaid Expansion and Affordable Care Act (ACA). The amendment extends the expiration date from December 31, 2014 to December 31, 2015 and increases the price limitation by \$477,640, from \$2,136,861 to \$2,614,501. This amendment will become effective on the date of Governor and Executive Council approval.

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

Sincerely,

Handwritten signature of Peter C. Hastings in black ink.  
Peter C. Hastings

PCH/ltm  
Amendment 2010-035D

cc: Leslie Mason, DoIT  
Michael Rogers



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT D**

WHEREAS, pursuant to Agreement #2010-035 approved by Governor and Council, on August 11, 2010, Item #LATE ITEM A and amended on January 19, 2011, Item #65 and again on July 11, 2012, Item #33 and again on June 5, 2013, Item #102 (herein after referred to as the "Agreement"), FEI.com Inc. ("FEI") of Columbia, MD (hereinafter referred to as "FEI") agreed to supply certain services for the Web Infrastructure for Treatment Services Software (WITS) in accordance with 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") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *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 FEI and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to add Deliverables to further enhance Prevention Performance Management System to the Statement of Work;

WHEREAS, the Department wishes to increase the contract price by \$477,640.00 increasing the total contract price from \$2,136,861.00 to \$2,614,501.00.

WHEREAS, the Department and FEI 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. Amend Section I.8 of the Statement of Work – Contract Agreement by increasing the Price Limitation by \$477,640.00 from \$2,136,861.00 to \$2,614,501.00.
2. The Scope of Work of the Agreement is further amended as described in Table 1:

**Table 1**

<b>Contract #2010-035 Scope of Work Section Number</b>	<b>AMENDED TEXT</b>
<b>Section I.1 Contract Documents</b>	Add the following language to this section: s. Amendment D
<b>Contract #2010-035 Scope of Work Section Number</b>	<b>AMENDED TEXT</b>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT D**

<b>Exhibit A Section 1 Deliverables Milestones and Activities</b>	Add the following enhancements to Web Infrastructure for Treatment Services Software (WITS) requirements to Exhibit A Section 1: Deliverables, Milestones, and Activities. To be built upon the existing functionality for Treatment.	
	<b>Phase 6: WITS Requirements Further Enhancements</b>	
	103.	FEI shall provide the WITS to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Exhibit A: Statement of Work.
	104.	Client Profile: turn on business rule to require that 1 client address be entered. <span style="float: right;">\$1,500.00</span>
	105.	Turn on Fee Determination screen <ul style="list-style-type: none"> <li>• New Fee Determination screen for provider to capture client's income information to calculate FPL % and cost share.</li> <li>• Generate report option on Fee Determination allows printing of form for client\staff to sign indicating that financial discussion occurred.</li> <li>• Need BDAS to finalize verbiage on the Fee Determination report</li> </ul> <span style="float: right;">\$21,300.00</span>
	106.	Enable Client Cost Share <ul style="list-style-type: none"> <li>• New System Administration option for BDAS to update Federal Poverty Levels (FPL) and associated client cost share %s.</li> <li>• FEi to turn on configuration parameter Cost Share Type</li> <li>• This allows cost share information to be displayed on the Group Profile, Contract Service Rate Profile, and Client Group Enrollment</li> </ul> <span style="float: right;">\$15,750.00</span>
	107.	Performance Scorecard <ul style="list-style-type: none"> <li>• Modify to ensure consistency with new provider contracts</li> <li>• BDAS to provide updated version of contract</li> </ul> <span style="float: right;">\$21,450.00</span>
	108.	Fee Determination Improvements <ul style="list-style-type: none"> <li>• Add fields to Fee Determination screen to capture Medicaid, private insurance or self-pay enrollment and/or BDAS client eligibility.</li> <li>• From that information, automatically generate the appropriate Client Group Enrollment</li> </ul> <span style="float: right;">\$4,800.00</span>
	109.	Client Statement <ul style="list-style-type: none"> <li>• Provide statement of what client owes</li> <li>• TBD – have no requirements on how this should appear</li> </ul> <span style="float: right;">\$5,000.00</span>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT D

	110.	2 onsite training session to support implementation of Sliding Fee functionality \$20,000.00
	111.	Generate reports to be used for monitor BDAS payments. Make changes to SSRS so NHBDAS can do reporting themselves in the future. \$10,000.00
	112.	Full user documentation delivered after initial development is completed \$15,000.00
	113.	This System shall continue to be hosted and maintained by FEI Inc. under a contract with DHHS and approved by DOIT.
		<b>New Functionality</b>
	114.	All required functionality for the further enhancements shall be documented; requirements shall be delivered to the state and reviewed with state representatives, then modified as appropriate.
	115.	According to approved requirements, FEI shall design and develop further enhancements to support the WITS application in NH.
	116.	Further enhancements shall be fully tested according to the contract, then FEI shall provide support to NH officials regarding their UAT of all deliverables.
	117.	FEI shall deploy the further enhancements to the NH WITS production site as approved by the state through the UAT process.
	118.	FEI shall provide this added information related to the further enhancements to the current scope of work within the user manual, training and documentation for the WITS application
		<b>General Requirements</b>
	119.	FEI shall continue to provide support and maintenance for this System
<b>Exhibit B Section 1.1</b>	<b>1.1. Firm Fixed Price</b>	This is a Firm Fixed Price (FFP) Contract totaling \$2,614,501.00 for the period between the Effective Date through June 30, 2015. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:
<b>Exhibit B Section 1.1</b>		Add Table 2 "Payment Schedule" to Section 1.1 <i>Firm Fixed Price</i> as specified in Attachment A.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT D

<b>Exhibit B Section 2</b>	<p><b>2. TOTAL CONTRACT PRICE</b></p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$2,614,501.00 ("Total Contract Price"). The payment by the State of the total contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI 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.</p>
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**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1. Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$2,614,501.00 for the period between the Effective Date through June 30, 2015. FEI shall be responsible for performing its obligations in accordance with the contract. This contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

**Table 1 – Payment Schedule**

<b>PAYMENT SCHEDULE</b>					
<b>Description</b>	<b>Percent</b>	<b>Deliverable Amount (Gross)</b>	<b>Holdback Amount -15%</b>	<b>Deliverable Net Amt (Less holdback)</b>	<b>Cumulative</b>
<b>Implementation and Development for WITS Enhancements SFY2014</b>					
Delivery of Detailed Project and Implementation Plan	30%	\$ 18,315	\$ 2747.25	\$ 15,567.75	\$ 15,567.75
Required sign off for enhancements	35%	\$ 21,367.50	\$ 3205.13	\$ 18,162.37	\$ 33,730.12
UAT Acceptance of All Programming Changes	35%	\$ 21,367.50	\$ 3205.12	\$ 18,162.38	\$ 51,892.50
Warranty hold back		\$ 61,050.00	\$ 9157.50	\$ 51,892.50	\$ 61,050
<b>Implementation and Development for WITS Enhancements SFY2015</b>					
Delivery of Detailed Project and Implementation Plan	30%	\$ 16,125.00	\$ 2418.75	\$ 13,706.25	\$ 13,706.25
Required sign off for enhancements	35%	\$ 18,812.50	\$ 2821.88	\$ 15,990.62	\$ 29,696.87
UAT Acceptance of All Programming Changes	35%	\$18,812.50	\$ 2821.87	\$ 15,990.63	\$ 45,687.50
Warranty hold back		\$ 53,750.00	\$ 8062.50	\$ 45,687.50	\$ 53,750.00

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT D**

<b>Total Contract Price for Implementation (One Time Costs)</b>	<b>\$114,800.00</b>
---	---------------------

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$2,614,501.00 ("Total Contract Price"). The payment by the State of the total contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI 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.

Description	Period	FY 14	FY 15
Delivery of Detailed Project and Implementation Plan	06/30/2014 06/30/2015	\$ 15,567.75	\$ 13,706.25
Required sign off for enhancements	06/30/2014 06/30/2015	\$ 18,162.37	\$ 15,990.62
UAT Acceptance of All Programming Changes	06/30/2014 06/30/2015	\$ 18,162.38	\$ 15,990.63
Warranty hold back	06/30/2014 06/30/2015	\$ 9157.50	\$ 8062.50
Hosting		\$44,000	\$23,625
Maintenance and Support		\$195,215	\$100,000
<b>Subtotal FY14 &amp; FY 15</b>		<b>\$ 300,265.00</b>	<b>\$ 177,375.00</b>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT D

**Table 2 Contract 2010-035 DHHS State Outcomes Measurement and Management System**

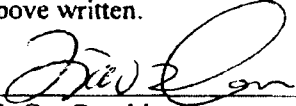
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2010-035	Original Contract	8/10/10 Late Item A	\$1,094,566.00
2010-035 Amendment A	First Amendment	1/19/11 Item #65	\$ 803,935.00
2010-035 Amendment B	Second Amendment	7/11/12 Item #33	\$ 175,320.00
2010-035 Amendment C	Third Amendment	6/5/13 Item #102	\$ 63,040.00
2010-035 Amendment D	Fourth Amendment	Upon G&C Approval	\$477,640.00
	<b>CONTRACT TOTAL</b>		<b>\$2,614,501.00</b>

*Remainder of page left intentionally blank.*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT D

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.

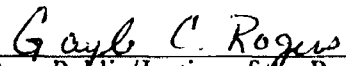
  
\_\_\_\_\_  
Jiao Z. Gu, President  
FEI.Com, Incorporated

Date: 4/23/14

Corporate Signature Notarized:  
STATE OF MARYLAND  
COUNTY OF HOWARD

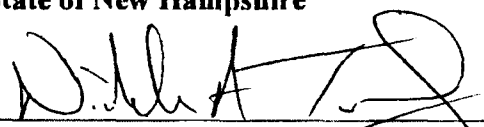
On this the 23 day of APRIL, 2014, before me,  
GAYLE C. ROGERS, the undersigned  
Officer DR JIAO GU, personally appeared and acknowledged her/himself  
to be the PRESIDENT/CEO, of  
FEI.COM INC, a corporation, and that she/he, as such  
PRESIDENT/CEO being authorized to do so, executed the  
foregoing instrument for the purposes therein contained, by signing the name of the  
corporation by her/himself as DR JIAO GU, PRESIDENT/CEO OF FEI.COM INC

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: 11-30-2014

(SEAL)

State of New Hampshire  
  
\_\_\_\_\_  
Nicholas Toumpas, Commissioner  
State of New Hampshire  
Department of Health and Human Services

Date: 5/28/14

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

Date: 5/28/14

# 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 FEI.Com, Inc. a(n) Maryland corporation, is authorized to transact business in New Hampshire and qualified on April 19, 2010. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of May, A.D. 2014

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

William M. Gardner  
Secretary of State



WITH SEAL

**CERTIFICATE OF VOTE**

I, Shelton Skolnick, of FEI.com, Inc., do hereby certify that:

1. I am the duly elected Secretary of FEI.com, Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 1, 2013;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the President and Chief Executive Officer of the corporation, is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Jiao Zhong Gu is the duly elected President and Chief Executive Officer of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 23, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 23rd day of April, 2014.

A handwritten signature in cursive script, reading "Shelton Skolnick", is written over a horizontal line.

(CORPORATE SEAL)

MINUTES OF MEETING OF BOARD OF DIRECTORS  
OF FEI.COM, INC. ON March 1, 2013

A meeting of the Board of Directors of FEI.com, Inc. was held at 7175 Columbia Gateway Drive, Suite A, Columbia, Maryland 21046 on March 1, 2013 at 5:00 p.m.

The following persons were present: Jiao Zhong Gu, John Town (by telephone) and Shelton Skolnick (by telephone), being all of the Directors of the corporation.

Jiao Zhong Gu was elected chairman of the meeting, and Shelton Skolnick was elected secretary of the meeting.

Upon a duly made, seconded and carried motion, the following individuals were elected as the officers of the Corporation to hold office until the next annual shareholders meeting:

Jiao Zhong Gu	President, Treasurer and Chief Executive Officer
John Town	Vice President
Shelton Skolnick	Secretary

Upon motion, the Board approved the following resolution:

WHEREAS, it is necessary for the corporation to enter into contracts, leases and other legal documents for a variety of business activities and functions.

NOW THEREFORE BE IT DECLARED that Jiao Zhong Gu, the President and Chief Executive Officer of the corporation, is hereby authorized to sign contracts, leases, and all other legal documents on behalf of the corporation.

Upon motion, the Board approved the following resolutions:

RESOLVED: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Jiao Zhong Gu is the duly elected President of the corporation.

There being no other business, upon a duly made motion, seconded and carried, the meeting was adjourned at 5:15 p.m.

  
Shelton Skolnick, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

FEICO-1

OP ID: JI

DATE (MM/DD/YYYY):  
04/03/2014

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

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

PRODUCER The Insurance Exchange, Inc. 9713 Key West Avenue, Ste 401 Rockville, MD 20850 Joseph E. Brown, CIC	CONTACT NAME: <b>Joseph E. Brown, CIC</b>	FAX (A/C, No.): <b>301-330-1270</b>
	PHONE (A/C, No., Ext): <b>301-279-5500</b>	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED <b>FEI.COM, Inc. QMX Support Services, Inc. Attn: Lisa Koepke 7175 Columbia Gateway Dr., #A Columbia, MD 21046</b>	INSURER A: <b>OneBeacon America Ins Company</b>	
	INSURER B: <b>OneBeacon Insurance Company</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

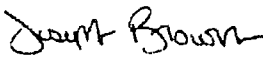
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		711013220	04/11/2014	04/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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		711013220	04/11/2014	04/11/2015	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		711013220	04/11/2014	04/11/2015	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	406038866	04/11/2014	04/11/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-LIB E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab/ Cyber Liability		711013220	04/11/2014	04/11/2015	5,000,000

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

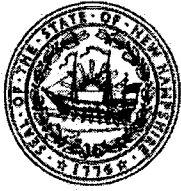
When required by written contract, Certificate Holder is listed as Additional Insured as respects General Liability.

<b>CERTIFICATE HOLDER</b>  <b>FEISTA3</b>  State of New Hampshire Dept. of Health & Human Svcs. Attn: Nicholas A. Toumpas 125 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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 

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Set

Amend C



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

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
Commissioner  
  
Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

April 8, 2013

Peter C. Hastings  
Acting Commissioner  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

**Requested Action and Explanation**

This is a request for approval to amend the FEI.com, Inc. current contract with the Bureau of Drug and Alcohol Services (BDAS). The purpose of the requested action is to modify the existing New Hampshire Web Infrastructure for Treatment System (NHWITS) to further enhance WITS prevention functionality in the collection of more robust performance data .

The New Hampshire prevention system consists of ten regional networks and other prevention direct service contracts that will input monthly performance data. The system will be enhanced to meet the following requirements: 1) Provide the Regions with an ability to record document and report upon the accomplishment of milestones and entry of prevention products with the emphasis on evaluation and outcomes; 2) Provide for statewide planning and implementation data collection of statewide contracts; 3) Allow for the reporting on strategies that align with multiple goals, objectives, and Center for Substance Abuse Prevention (CSAP) categories and activities; 4) Enhance the system's ability to better facilitate reporting of private and publicly funded strategies; 5) Amend the original block grant reporting fields to include new requirements published by SAMHSA.

The enhanced prevention system will be used by BDAS Regional Networks and other contracted prevention direct service providers in meeting the National Outcomes Measures System (NOMS) requirements and the requirements for the Partnership for Success . This system will also meet BDAS requirements for more comprehensive information to better utilize and distribute its funding for prevention services throughout the state.

This amendment will utilize additional funds available for up to the amount of \$63,040 which are available in state fiscal year 2013.

BDAS proposes to amend a contract to be effective date of Governor and Executive Council approval through December 31, 2014, at a not-to-exceed price of \$2,136,861.

**Prior Related Actions**

This contract is sole source because the WITS application meets established national standards for the tracking and reporting of drug and alcohol treatment and prevention. SAMHSA originally funded the

Peter C. Hastings

April 8, 2013

Page 2 of 4

development of the WITS software by FEI.com, Inc., which is now in the public domain. The intent was to create a data and electronic record system utilizing federal funds that could be made available to individual states at no cost other than that incurred for necessary individual modifications, implementation, training, hosting, and maintenance. The result is a standard that is consistent among participating states, meeting both SAMHSA's and individual state's needs.

#### **Alternatives and Benefits**

There are no known viable alternatives to implementation of WITS. The current "home grown" Access database has been corrupted and does not produce reliable data, nor is it able to provide a clinical case record. WITS is the only readily available system sanctioned and developed expressly for individual state NOMS reporting requirements.

#### **Impact on Other State Agencies and Municipalities**

There are none anticipated.

#### **Supporting Documentation**

2010-035 DHHS WITS Contract

FEI Proposal dated September 27, 2009

2010-035B DHHS WITS Amendment B

*Remainder of page left intentionally blank.*

**Summary of Requested Action**

Date of most recently approved NHITP: October 18, 2005

NHITP Initiative / Project Name: N/A

NHITP Initiative / Project Number: N/A

A&E System Request ID: NA

**Requisition Information:**

Vendor Name: FEI.com, Inc.

**Funding Sources and Amounts:**

	* Object Code(s)	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total
STATE							
FEDERAL	502664	\$184,760	\$123,400	\$274,720	\$147,400		\$ 730,280
FED Amend C				\$63,040			\$63,040
OTHER -	502664	\$480,481	\$374,870	\$239,215		\$248,975	\$ 1,343,541
<b>TOTAL</b>		<b>\$ 665,241</b>	<b>\$498,270</b>	<b>\$ 576,975</b>	<b>\$ 147,400</b>	<b>\$ 248,975</b>	<b>\$ 2,136,861</b>

**CONTACT PERSON:**

Michael Rogers  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Telephone: (603) 271-5564  
Fax: (603) 271-6105  
603-271-5585 (ph)  
603-271-6105 (fax)  
[michael.rogers@dhhs.state.nh.us](mailto:michael.rogers@dhhs.state.nh.us)

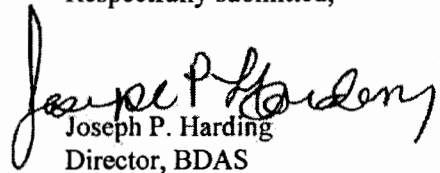
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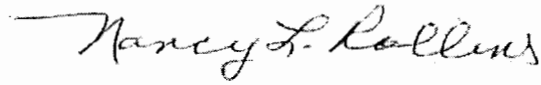



**CERTIFICATION**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

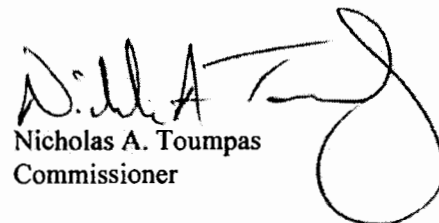
Respectfully submitted,

  
Joseph P. Harding  
Director, BDAS

  
Nancy L. Rollins  
Associate Commissioner, DCBCS

  
Steven J Kelleher  
Information Technology Manager  
NH Department of Information Technology

Approved by:

  
Nicholas A. Toumpas  
Commissioner

RID 10885  
Contract Number: 2010-035  
Cc: Leslie Mason, IT Manager





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT C

WHEREAS, pursuant to Agreement #2010-035 approved by Governor and Council, on August 11, 2010, Item #LATE ITEM A and amended on July 11, 2012, Item #33 and again on July 11, 2012 Item #33 (herein after referred to as the "Agreement"), FEI.com Inc. ("FEI") of Columbia, MD (hereinafter referred to as "FEI") agreed to supply certain services for the Web Infrastructure for Treatment Services Software (WITS) in accordance with 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") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *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 FEI and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to add Deliverables to further enhance Prevention Performance Management System to the Statement of Work;

WHEREAS, the Department wishes to increase the Contract price by \$63,040.00 increasing the total contract price from \$2,073,821.00 to \$2,136,861.00.

WHEREAS, the Department and the FEI 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. Amend Section 1.8 of the Statement of Work – Contract Agreement by increasing the Price Limitation by \$63,040.00 from \$ 2,073,821.00 to \$2,136,861.00.
2. The Scope of Work of the Agreement is further amended as described in Table 1:

**Table 1**

Contract #2010-035 Scope of Work Section Number	<b>AMENDED TEXT</b>
Section 1.1 Contract Documents	Add the following language to this section: s. Amendment C
Contract #2010-035 Scope of Work Section Number	<b>AMENDED TEXT</b>
Exhibit A Section 1	Add the following enhancements to Prevention, Performance Management System (PPMS) requirements to Exhibit A Section 1: Deliverables, Milestones,

F-12-13

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
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<b>Deliverables Milestones and Activities</b>	and Activities. To be built upon the existing functionality for Prevention.	
	<b>Phase 5: PPMS Requirements Further Enhancements</b>	
	92.	FEI shall provide the PPMS to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Attachment A: Statement of Work.
	93.	<b>AMENDMENT LANGUAGE:</b> <ol style="list-style-type: none"> <li>1. Build upon the existing functionality designed for Prevention, to enhance coalition/strategic prevention framework in New Hampshire. This would include the ability for Regions to record, document and report upon the accomplishment of milestones and entry of prevention products, with emphasis on evaluation and outcomes phases. <b>\$8,300</b> <ol style="list-style-type: none"> <li>a. Build upon the existing Strategy implementation mechanisms to allow for more robust collection of policy, practice and process related outcomes directly tied to strategic initiatives.</li> <li>b. Adds the ability for planned and actual outcomes to be mapped to IOM classification categories</li> <li>c. Captures additional outcomes related to policy, practice and procedure.</li> <li>d. Build the ability for the capture of the activities associated with Regional Network System Facilitation.</li> </ol> </li> <li>2. Provide for statewide planning and implementation for data collection of statewide contracts such as; training and technical assistance activities performed by the State's technical assistance contractor, which support the prevention community infrastructure. <b>\$7,420</b> <ol style="list-style-type: none"> <li>a. Modify the strategy planning module to accommodate the plan entry needs for Training and Technical Assistance plans for both Prevention and Treatment statewide</li> <li>b. Modify the Strategy implementation entry to accommodate required data collection for training and technical assistance activities (for prevention and treatment)</li> </ol> </li> <li>3. Alignment of strategies with multiple goals and objectives. Aligning strategy implementation with CSAP Categories and CSAP Activities. <b>\$30,660</b> <ol style="list-style-type: none"> <li>a. Modify the existing Prevention Plan so that a single strategy may be aligned with multiple objectives in the plan.</li> <li>b. Modify the existing strategy implementation modules so that the implementation of those strategies may be aligned directly with CSAP Categories and CSAP Activities.</li> </ol> </li> <li>4. Enhancements to prevention reporting to facilitate the private public partnership between the bureau and the community infrastructure. <b>\$13,860</b> <ol style="list-style-type: none"> <li>a. Allow external Provider Entity to manage their own plan in the system, which will have strategies that are applicable on</li> </ol> </li> </ol>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT C

	<p>a statewide basis.</p> <p>b. Enable new Security Roles that will allow members of the Private/Public partnership access to their own plans, the strategic implementation of those plans, as well as the strategies that they fund throughout the system.</p> <p>5. Amend the original block grant reporting fields to include new requirements published by SAMHSA, specifically relating to Indicated Population activities. <b>\$2,800</b></p> <p>a. Make the Primary language and Disabilities fields on the client profile required for state reporting when the Agency is providing Prevention activities</p> <p>b. Add a Sexual Orientation field on the client profile, and make this required for state reporting when the Agency is providing Prevention activities</p>
94.	This System is currently hosted and maintained by FEI Inc. under a contract with DHHS and approved by DOIT.
	<b>New Functionality</b>
97.	All required functionality for the further enhancements will be documented; requirements will be delivered to the state and reviewed with state representatives, then modified as appropriate.
98.	According to approved requirements, FEI will design and develop further enhancements to support the PPMS application in NH.
99.	Further enhancements will be fully tested according to the contract, then FEI will provide support to NH officials regarding their UAT of all deliverables.
100.	FEI will deploy the further enhancements to the NH WITS production site as approved by the state through the UAT process.
101.	FEI will provide this added information related to the further enhancements to the current scope of work within the user manual, training and documentation for the WITS PPMS application
102.	FEI will continue to provide support, maintenance, and hosting according to contract guidelines.
	<b>General Requirements</b>
103.	FEI will continue to provide support and maintenance for this System,

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT C

<b>Exhibit B Section 1.1</b>	Delete Section 1.1 <i>Firm Fixed Price</i> and replace with:  <b>1.1. Firm Fixed Price</b>  This is a Firm Fixed Price (FFP) Contract totaling \$2,136,861.00 for the period between the Effective Date through December 31, 2014. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:
<b>Exhibit B Section 1.1</b>	Add Table 2 "Payment Schedule" to Section 1.1 <i>Firm Fixed Price</i> as specified in Attachment A.
<b>Exhibit B Section 2</b>	Delete the following language from Section 2 <i>Total Contract Price</i> and replace with:  <b>2. TOTAL CONTRACT PRICE</b> Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$2,136,861.00. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI 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.

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1. Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$63,040 for the period between the Effective Date through December 31, 2014. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

**Table 1 – Payment Schedule**

PAYMENT SCHEDULE					
Description	Percent	Deliverable Amount (Gross)	Holdback Amount -15%	Deliverable Net Amt (Less holdback)	Cumulative
<b>Implementation and Development for WITS Prevention System</b>					

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT C

Delivery of Detailed Project and Implementation Plan		\$10,000			\$10,000
Required sign off for enhancements		\$15,000			\$25,000
UAT Acceptance of All Programing Changes		\$28,584			\$53,584
Warranty hold back		\$9456			\$63,040
<b>Total Contract Price for Implementation (One Time Costs)</b>					<b>63,040</b>

**Support and Maintenance (Additional for Prevention) None included under this Amendment**

**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 \$63,040. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI 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.

Payment Milestones	Date	FY 13	FY 14
Delivery of Detailed Project and Implementation Plan	3/10/13	\$10,000	
Required sign off for enhancements	4/1/13	\$15,000	
UAT Acceptance of All Programming Changes	4/15/13	\$28,584	
Warranty hold back	6/30/13	\$9456	
<b>Subtotal FY13</b>		<b>\$ 63,040</b>	

Initial all pages  
Vendor Initials *JJ*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**BUREAU OF DRUG AND ALCOHOL SERVICES**  
**2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM**  
**CONTRACT AMENDMENT C**

**Table 2 Contract 2010-035 DHHS State Outcomes Measurement and Management System**


CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2010-035	Original Contract	8/10/10 Late Item A	\$1,094,566.00
2010-035 Amendment A	First Amendment	1/19/11 Item #65	\$ 803,935.00
2010-035 Amendment B	Second Amendment	7/11/12 Item #33	\$ 175,320.00
2010-035 Amendment C	Third Amendment	Upon G&C Approval	\$63,040.00
	<b>CONTRACT TOTAL</b>		<b>\$2,136,861.00</b>

*Remainder of page left intentionally blank.*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT C

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.


  
\_\_\_\_\_  
Jiao Z. Gu, President  
FEI.Com, Incorporated

Date: 3/27/2013

Corporate Signature Notarized  
STATE OF Maryland  
COUNTY OF Howard

On this the 27<sup>th</sup> day of March, 2013, before me,  
Hilary Viehe, the undersigned  
Officer Dr. Jiao Gu, personally appeared and acknowledged her/himself  
to be the President/CEO, of  
FEI.com, Inc, a corporation, and that she/he, as such  
President/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 Dr. Jiao Gu, President/CEO of FEI.com, Inc

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace



My Commission Expires: 12/22/13

(SEAL)

State of New Hampshire

\_\_\_\_\_  
Nicholas Toumpas, Commissioner  
State of New Hampshire  
Department of Health and Human Services

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Date: \_\_\_\_\_  
State of New Hampshire, Department of Justice



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AMENDMENT C**

**CERTIFICATION CATEGORY:**

01	Detoxification: Ambulatory w/extended monitoring	05	Residential: Clinically Managed High Intensity	09	Outpatient: Intensive
02	Detoxification: Ambulatory w/out extended monitoring	06	Residential: Clinically Managed Med. Intensity	10	Outpatient
03	Detoxification: Medically Managed, Inpatient	07	Residential: Clinically Managed Low Intensity	11	Early Intervention
04	Detoxification: Clinically Managed, Residential	08	Inpatient: Medically Managed Intensive	12	Partial Hospitalization

REVIEWED BY: \_\_\_\_\_ (NAME AND TITLE) \_\_\_\_\_ (DATE)

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

DATE CERTIFICATE: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

PROGRAM CAPACITY: OP \_\_\_\_\_ IOP \_\_\_\_\_

NOTES:

COMMENTS ON CERTIFICATE:





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

**Peter C. Hastings**  
*Acting Commissioner*

April 30, 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 agency's request amend Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035C.

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services (BDAS), to amend an agreement with FEI.com Inc. to enhance the WITS system with new features, enabling better planning, and reporting capabilities. The amendment will become effective on the date of Governor and Executive Council approval through December 31, 2014, and will increase the price limitation by \$63,040, from \$2,073,821 to \$2,136,861.

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

Sincerely,

Peter C. Hastings

PCH/ltn  
Amendment 2010-035C

cc: Leslie Mason, DoIT  
Valerie Morgan, DHHS



Set



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

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

106 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

April 8, 2013

Peter C. Hastings  
Acting Commissioner  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

**Requested Action and Explanation**

This is a request for approval to amend the FEI.com, Inc. current contract with the Bureau of Drug and Alcohol Services (BDAS). The purpose of the requested action is to modify the existing New Hampshire Web Infrastructure for Treatment System (NHWITS) to further enhance WITS prevention functionality in the collection of more robust performance data .

The New Hampshire prevention system consists of ten regional networks and other prevention direct service contracts that will input monthly performance data. The system will be enhanced to meet the following requirements: 1) Provide the Regions with an ability to record document and report upon the accomplishment of milestones and entry of prevention products with the emphasis on evaluation and outcomes; 2) Provide for statewide planning and implementation data collection of statewide contracts; 3) Allow for the reporting on strategies that align with multiple goals, objectives, and Center for Substance Abuse Prevention (CSAP) categories and activities; 4) Enhance the system's ability to better facilitate reporting of private and publicly funded strategies; 5) Amend the original block grant reporting fields to include new requirements published by SAMHSA.

The enhanced prevention system will be used by BDAS Regional Networks and other contracted prevention direct service providers in meeting the National Outcomes Measures System (NOMS) requirements and the requirements for the Partnership for Success . This system will also meet BDAS requirements for more comprehensive information to better utilize and distribute its funding for prevention services throughout the state.

This amendment will utilize additional funds available for up to the amount of \$63,040 which are available in state fiscal year 2013.

BDAS proposes to amend a contract to be effective date of Governor and Executive Council approval through December 31, 2014, at a not-to-exceed price of \$2,136,861.

**Prior Related Actions**

This contract is sole source because the WITS application meets established national standards for the tracking and reporting of drug and alcohol treatment and prevention. SAMHSA originally funded the

Peter C. Hastings

April 8, 2013

Page 2 of 4

development of the WITS software by FEI.com, Inc., which is now in the public domain. The intent was to create a data and electronic record system utilizing federal funds that could be made available to individual states at no cost other than that incurred for necessary individual modifications, implementation, training, hosting, and maintenance. The result is a standard that is consistent among participating states, meeting both SAMHSA's and individual state's needs.

#### **Alternatives and Benefits**

There are no known viable alternatives to implementation of WITS. The current "home grown" Access database has been corrupted and does not produce reliable data, nor is it able to provide a clinical case record. WITS is the only readily available system sanctioned and developed expressly for individual state NOMS reporting requirements.

#### **Impact on Other State Agencies and Municipalities**

There are none anticipated.

#### **Supporting Documentation**

2010-035 DHHS WITS Contract  
FEI Proposal dated September 27, 2009  
2010-035B DHHS WITS Amendment B

*Remainder of page left intentionally blank.*

**Summary of Requested Action**

Date of most recently approved NHITP: <u>October 18, 2005</u>
NHITP Initiative / Project Name: <u>N/A</u>
NHITP Initiative / Project Number: <u>N/A</u>
A&E System Request ID: <u>NA</u>

**Requisition Information:**

<b>Vendor Name:</b> FEI.com, Inc.

**Funding Sources and Amounts:**

	* Object Code(s)	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total
STATE							
FEDERAL	502664	\$184,760	\$123,400	\$274,720	\$147,400		\$ 730,280
FED Amend C				\$63,040			\$63,040
OTHER -	502664	\$480,481	\$374,870	\$239,215		\$248,975	\$ 1,343,541
<b>TOTAL</b>		<b>\$ 665,241</b>	<b>\$498,270</b>	<b>\$ 576,975</b>	<b>\$ 147,400</b>	<b>\$ 248,975</b>	<b>\$ 2,136,861</b>

**CONTACT PERSON:**

Michael Rogers  
 Assistant Administrator  
 105 Pleasant Street  
 Concord, NH 03301  
 Telephone: (603) 271-5564  
 Fax: (603) 271-6105  
603-271-5585 (ph)  
603-271-6105 (fax)  
[michael.rogers@dhhs.state.nh.us](mailto:michael.rogers@dhhs.state.nh.us)

*Remainder of page left intentionally blank.*

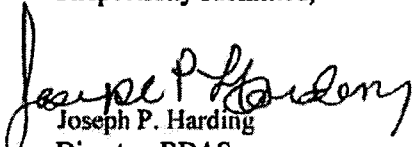


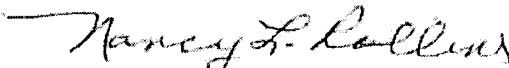
Peter C. Hastings  
April 8, 2013  
Page 4 of 4


**CERTIFICATION**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

  
Joseph P. Harding  
Director, BDAS

  
Nancy L. Rollins  
Associate Commissioner, DCBCS

  
Steven J. Kelleher  
Information Technology Manager  
NH Department of Information Technology

Approved by:

Nicholas A. Toumpas  
Commissioner

RID 10885  
Contract Number: 2010-035  
Cc: Leslie Mason, IT Manager



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

102 *PAW*  
 Amend C

G+C 6/5/13  
 #102

April 8, 2013

*Sole Source*  
*100% Federal*

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services to exercise a **sole source** amendment to an agreement with FEI.com Inc.. Purchase Order #1010373 (Vendor #208991 B001) 8930 Old Annapolis Road, Suite C, Columbia, MD 21045, by increasing the Price Limitation by \$63,040.00 from \$2,073,821.00 to \$2,136,861.00 to provide Prevention Performance Management System enhancements, effective upon date of Governor and Council approval. This Agreement was originally approved by Governor and Council on August 11, 2010, Late item A and amended on January 19, 2011, Item #65 and again on July 11, 2012, Item #33. Funds are available in the following accounts State Fiscal Year 2013 and are anticipated to be available in State Fiscal Years 2014 and 2015 depending upon the availability and continued appropriations of funds in the future operating budgets, with authority to adjust amounts if needed and justified, between State Fiscal Years.

05-95-95-958410-5368 HEALTH AND SOCIAL SERVICES. DEPT OF HEALTH AND HUMAN SERVICES.  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, WORKFORCE DEVELOPMENT

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	103-502664	Contracts for Op Svc	95845368	\$147,591.00	\$0.00	\$147,591.00
			Sub-Total	\$147,591.00	\$0.00	\$147,591.00

05-95-95-958410-5369 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL EDUCATION PROGRAM

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	103-502664	Contracts for Op Svc	95845369	\$293,588.00	\$0.00	\$293,588.00
SFY 2012	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
SFY 2013	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
SFY 2014	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
SFY 2015	103-502664	Contracts for Op Svc	95845369	\$208,975.00	\$0.00	\$208,975.00
			Sub-Total	\$502,563.00	\$0.00	\$502,563.00

05-95-95-958410-5376 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, NATIONAL OUTCOMES MEASURES-  
 SYNECTICS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	103-502664	Contracts for Op Svc	95845376	\$39,302.00	\$0.00	\$39,302.00
SFY 2012	103-502664	Contracts for Op Svc	95845376	\$374,870.00	\$0.00	\$374,870.00
SFY 2013	103-502664	Contracts for Op Svc	95845376	\$239,215.00	\$0.00	\$239,215.00
SFY 2014	103-502664	Contracts for Op Svc	95845376	\$0.00	\$0.00	\$0.00
SFY 2015	103-502664	Contracts for Op Svc	95845376	\$40,000.00	\$0.00	\$40,000.00
			Sub-Total	\$693,387.00	\$0.00	\$693,387.00

05-95-95-958410-5957 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, SAMHSA GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	102-500731	Contracts for Prog Svc	95845900	\$184,760.00	\$0.00	\$184,760.00
SFY 2012	102-500731	Contracts for Prog Svc	95845900	\$123,400.00	\$0.00	\$123,400.00
SFY 2013	102-500731	Contracts for Prog Svc	95845900	\$123,400.00	\$0.00	\$123,400.00
SFY 2014	102-500731	Contracts for Prog Svc	95845900	\$123,400.00	\$0.00	\$123,400.00
			Sub-Total	\$554,960.00	\$0.00	\$554,960.00

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-502664	Contracts for Prog Svc	95846502	\$24,000.00	\$0.00	\$24,000.00
SFY 2014	102-502664	Contracts for Prog Svc	95846502	\$24,000.00	\$0.00	\$24,000.00
			Sub-Total	\$48,000.00	\$0.00	\$48,000.00

05-95-95-958410-0834 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, SPE GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-502664	Contracts for Op Svc	95845376	\$127,320.00	\$63,040.00	\$190,360.00
			Sub-Total	\$127,320.00	\$63,040.00	\$190,360.00
			TOTAL	\$2,073,821.00	\$63,040.00	\$2,136,861.00

**EXPLANATION**

This amendment represents a **sole source** request to allow the Department to continue to integrate and enhance all of its electronic health records information systems under one broad standardized application. The current Web Infrastructure for Prevention Services software basic functionality will be modified to increase enhancements to the Prevention Performance Management System module. The Department currently contacts with FEI.com Inc. for hosting, maintenance, on-going development of the Treatment Services module, the Voucher Management System for the Access to Recovery Grant, and the Prevention Performance Management System. Continuing to build on an existing successful system will provide for certain economies through enhancements to existing functionality, decreased costs of maintenance, and continuity of operations. In addition the Bureau will be able to leverage the existing expertise of staff already knowledgeable in supporting the system. The current iteration of the Web Infrastructure is proprietary to members of the Web Infrastructure collaborative. Due to the short timeframe for available funding, as referenced below, it is unlikely the Department could issue a Request for Proposal and develop a satisfactory contract for another vendor to do the necessary work to enhance and customize the current Prevention Performance Management System in order to comply with the terms of the grant award. In addition, it would undoubtedly be cost prohibitive for an external vendor to enhance the Prevention Performance Management System that would be fully integrated within the system.

The Department was awarded the Strategic Prevention Enhancement grant from the Federal Substance Abuse Mental Health Services Administration. The development of this system is being funded by a one-year grant awarded to the Department in September 2011. The grant was designed to strengthen and extend national implementation of the Strategic Prevention Framework and the one-year no cost extension expires June 30, 2013.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
April 8, 2013  
Page 4 of 5

The New Hampshire prevention system consists of ten regional networks and other prevention direct service contracts that will input monthly performance data. The system will be enhanced to meet the following requirements: 1) Provide the Regions with an ability to record, document and report upon the accomplishment of milestones and entry of prevention products with the emphasis on evaluation and outcomes; 2) Provide for statewide planning and implementation data collection of statewide contracts; 3) Allow for the reporting on strategies that align with multiple goals, objectives, and Center for Substance Abuse Prevention categories and activities; 4) Enhance the system's ability to better facilitate reporting of private and publicly funded strategies; 5) Amend the original block grant reporting fields to include new requirements published by Substance Abuse and Mental Health Services Administration.

Should Governor and Executive Council not authorize this Request, New Hampshire Substance Abuse Federal Block Grant funds would be in jeopardy due to an inability to collect performance and outcome data from the Bureau's federally funded prevention providers. Block Grant funds are the only source of funds currently funding the prevention system, without these community-level prevention services there would be an increase of substance misuse and abuse disorders impacting quality of life for individuals, families and communities in New Hampshire.

As stated in the original Governor and Council letter approved August 11, 2010, Late Item A, this contract was a sole source because there were no known viable alternatives to implement the Web Infrastructure for Treatment Services system to meet New Hampshire's needs to report on the National Outcome Measures.

To date, the contractor has performed all requirements of their contract in a timely manner and has made the requested functional modifications established in the scope of work in a completely satisfactory manner. The following performance measures will be used to measure the effectiveness of the agreement.

1. User acceptance testing to ensure fidelity to all enhancement and modifications established in the requirements analysis.
2. A schedule for development and implementation tasks will be used to track timely completion of contracted work.
3. Training provided by FEI.com, Inc to the Bureau and its associated system users will be monitored for effectiveness.
4. Vendor will host the web-based reporting system; secure and store the data in accordance with state and federal requirements; complete upgrades and regular maintenance; and provide technical assistance to the users all of which will be monitored by BDAS administrative staff.
5. The WITS system will provide various reports for service provider, regional network and state aggregated data.


Area served: Statewide.

Source of Funds: 100% Federal funds from the Substance Abuse and Mental Health Services Administration State Planning Grant.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
April 8, 2013  
Page 5 of 5

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

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NJR/vtm



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

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

June 12, 2012

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

Approved by: G+C  
 Date: 7/11/12  
 Item No.: 33  
 Contract No.: 1010373

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services to exercise a sole source amendment to an agreement with FEI.com Inc., Purchase Order #1010373 (Vendor #208991 B001) of 8930 Old Annapolis Road, Suite C, Columbia, MD 21045, by increasing the Price Limitation by \$175,320.00 from \$1,898,501.00 to \$2,073,821.00 to a provide Prevention Performance Management System effective July 1, 2012 or date of Governor and Executive Council approval, whichever is later. This Agreement was originally approved by Governor and Executive Council on August 11, 2010, Late item A and amended on January 19, 2011, Item #65. Funds are available in the following accounts State Fiscal Year 2013 and are anticipated to be available in State Fiscal Years 2014 and 2015 depending upon the availability and continued appropriations of funds in the future operating budgets, with authority to adjust amounts if needed and justified, between State Fiscal Years.

05-95-95-958410-5368 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, WORKFORCE DEVELOPMENT

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	103-502664	Contracts for Op Svc	95845368	\$147,591.00	\$0.00	\$147,591.00
			Sub-Total	\$147,591.00	\$0.00	\$147,591.00

05-95-95-958410-5369 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL EDUCATION PROGRAM

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	103-502664	Contracts for Op Svc	95845369	\$293,588.00	\$0.00	\$293,588.00
SFY 2012	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
SFY 2013	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
SFY 2014	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
SFY 2015	103-502664	Contracts for Op Svc	95845369	\$208,975.00	\$0.00	\$208,975.00
			Sub-Total	\$502,563.00	\$0.00	\$502,563.00

05-95-95-958410-5376 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, NATIONAL OUTCOMES MEASURES-  
 SYNECTICS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	103-502664	Contracts for Op Svc	95845376	\$39,302.00	\$0.00	\$39,302.00
SFY 2012	103-502664	Contracts for Op Svc	95845376	\$374,870.00	\$0.00	\$374,870.00
SFY 2013	103-502664	Contracts for Op Svc	95845376	\$239,215.00	\$0.00	\$239,215.00
SFY 2014	103-502664	Contracts for Op Svc	95845376	\$0.00	\$0.00	\$0.00
SFY 2015	103-502664	Contracts for Op Svc	95845376	\$40,000.00	\$0.00	\$40,000.00
			Sub-Total	\$693,387.00	\$0.00	\$693,387.00

05-95-95-958410-5957 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, SAMHSA GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	102-502664/	Contracts for Prog Svc	95845900	\$184,760.00	\$0.00	\$184,760.00
SFY 2012	102-502664	Contracts for Prog Svc	95845900	\$123,400.00	\$0.00	\$123,400.00
SFY 2013	102-502664	Contracts for Prog Svc	95845900	\$123,400.00	\$0.00	\$123,400.00
SFY 2014	102-502664	Contracts for Prog Svc	95845900	\$123,400.00	\$0.00	\$123,400.00
			Sub-Total	\$554,960.00	\$0.00	\$554,960.00

500731



05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-502664	Contracts for Prog Svc	95846502	\$0.00	\$24,000.00	\$24,000.00
SFY 2014	102-502664	Contracts for Prog Svc	95846502	\$0.00	\$24,000.00	\$24,000.00
			Sub-Total	\$0.00	\$48,000.00	\$48,000.00

500131

05-95-95-958410-0834 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, SPE GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-502664	Contracts for Op Svc	95845376	\$0.00	\$127,320.00	\$127,320.00
			Sub-Total	\$0.00	\$127,320.00	\$127,320.00
			TOTAL	\$1,898,501.00	\$175,320.00	\$2,073,821.00

0131

**EXPLANATION**

This amendment represents a sole source request to allow the Bureau to continue to integrate all of its electronic health records information systems under one broad standardized application. The current Web Infrastructure for Treatment Services software basic functionality will be enhanced and modified to develop a Prevention Performance Management System module. The Bureau on behalf of the Department currently contacts with FEI.com Inc. for hosting, maintenance, on-going development of the treatment services module, and the Voucher Management System for the Access to Recovery Grant. Continuing to build on an existing successful system will provide for certain economies through enhancements to existing functionality, decreased costs of maintenance, and continuity of operations. In addition, the Bureau will be able to leverage the existing expertise of staff already knowledgeable in supporting the system. The current iteration of the Web Infrastructure for Treatment Services software is proprietary to members of the Web Infrastructure for Treatment Services collaborative. Due to the short timeframe for available funding, as referenced below, it is unlikely the Department could issue an Request for Proposal and develop a satisfactory contract for another vendor to do the necessary work to design and customize a module within the current software system in order to comply with the terms of the grant award. In addition, it would undoubtedly be cost prohibitive for an external vendor to develop a module that would be fully integrated within the web system.

As stated in the original Governor and Executive Council letter approved August 11, 2010, Late Item A, this contract was a sole source because there were no known viable alternatives to implement the Web Infrastructure for Treatment Services system to meet New Hampshire's needs to report on the National Outcome Measures (NOMs).

The Department was awarded the Strategic Prevention Enhancement grant from the Federal Substance Abuse Mental Health Services Administration (SAMHSA). The development of this system is being funded by a

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
June 12, 2012  
Page 4 of 5

one-year grant awarded to the Department in September 2011. The grant was designed to strengthen and extend national implementation of the Strategic Prevention Framework (SPF) and expires August 31, 2012.

The New Hampshire prevention system consists of ten regional networks and other prevention direct service contracts that will input monthly performance data. The system will meet the following requirements consisting of several modules and various elements within each module: 1) Contracted agency information; 2) Governance membership, member contact information with running report of meeting dates and topics discussed; 3) Planning module to include meeting the Federal Block Grant Targeted Outcome Indicators in meeting the required National Outcome Measures, Goals, Targeted Risk or Protective Factors relevant to objectives by domain (individual, peer, family, school, community), Name of Interventions, targeted service population, projected number of participants, projected start and end date, and funding sources and anticipated expense to implement; 4) Implementation Reporting related to planned interventions, based on the six Center Substance Abuse Prevention (CSAP) strategies and subset of strategies, targeted populations by geographical location. The system will provide various reports for service providers, the regional network and state aggregated data.

Funds in this amendment will be used to enhance and design New Hampshire's Prevention Performance Management System expanding upon FEI.com, Inc's current prevention module(s) used by other states.

Should Governor and Executive Council not authorize this Request, New Hampshire Substance Abuse Federal Block Grant funds would be jeopardy due to an inability to collect performance and outcome data from the Bureau's federally funded prevention providers. Block Grant funds are the only source of funds currently funding the prevention system, without these community-level prevention services there would be an increase of substance misuse and abuse disorders impacting quality of life for individuals, families and communities in New Hampshire.

Currently, the Department contracts with FEI.com, Inc. to provide hosting and maintenance services; and on-going development of a treatment services system covered under the original approved iteration of this Governor and Executive Council request as well as an additional subsequent amendment to develop an Access to Recovery voucher system.

To date, the contractor has performed all requirements of their contract in a timely manner and has made the requested functional modifications established in the scope of work in a completely satisfactory manner. Performance measures attained to date include but are not limited to the following:

1. The Access to Recovery Voucher Management System is functional.
2. Training and documentation continues to be provided with regards to the system updates.
3. Systems certification for Service Accountability Improvement System uploads attained.
4. Continues to provide support, maintenance and host web site.

The following performance measures will be used to measure the effectiveness of the Amendment.

1. User acceptance testing (UAT) to ensure fidelity to all enhancement/ modifications established in the requirements analysis.
2. A schedule for development and implementation tasks will be used to track timely completion of contracted work.
3. Training provided by FEI.com, Inc to the Bureau and it's associated system users will be monitored for effectiveness.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
June 12, 2012  
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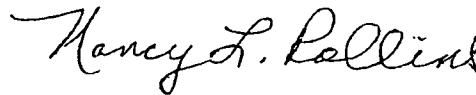
4. Vendor will host the web-based reporting system; secure and store the data in accordance with state and federal requirements; complete upgrades and regular maintenance; and provide technical assistance to the users all of which will be monitored by BDAS administrative staff.
5. The WITS system will provide various reports for service provider, regional network and state aggregated data.

Area served: Statewide.

Source of Funds: 31% Other funds from the Impaired Driver Intervention Program Client fees, 33% Other funds from Synectics through a sub-agreement with the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, and 36% Federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, Access to Recovery Grant and State Planning Grant.

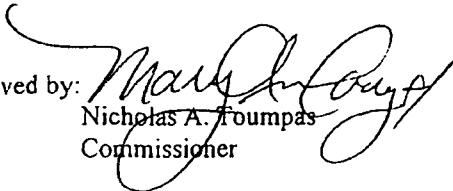
In the event that the Federal Funds and Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Foupas  
Commissioner

NJR/vtm



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

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

January 6, 2011

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

Approved by: G+C  
 Date: 1/19/11  
 Item No.: # 65  
 Contract No.: 1010373

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services (BDAS), to exercise a **sole source** amendment to an agreement with FEI.com Inc. (FEI), Purchase Order #1010373 (Vendor #208991 B001) of 8930 Old Annapolis Road, Suite C, Columbia, MD 21045, by increasing the Price Limitation by \$803,935.00 from \$1,094,566.00 to \$1,898,501.00, to provide the Voucher Management System (VMS) and extending the contract expiration date from December 31, 2013 to December 31, 2014, effective date of Governor and Council approval. This agreement was originally approved by Governor and Council on August 11, 2010, Late Item A. Funds are available in the following accounts for State Fiscal Year (SFY) 2011 and are anticipated to be available in SFYs 2012, 2013, 2014 and 2015 depending upon the availability and continued appropriations of funds in the future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-95-958410-5368 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, WORKFORCE DEVELOPMENT

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	103-502664	Contracts for Op Svc	95845368	\$147,591.00	\$0.00	\$147,591.00
2012	103-502664	Contracts for Op Svc	95845368	\$0.00	\$0.00	\$0.00
2013	103-502664	Contracts for Op Svc	95845368	\$0.00	\$0.00	\$0.00
			Sub-Total	\$147,591.00	\$0.00	\$147,591.00

05-95-95-958410-5369 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL EDUCATION PROGRAM

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	103-502664	Contracts for Op Svc	95845369	\$293,588.00	\$0.00	\$293,588.00
2012	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
2013	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
2014	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00

2015	103-502664	Contracts for Op Svc	95845369	\$0.00	\$208,975.00	\$208,975.00
			Sub-Total	\$293,588.00	\$208,975.00	\$502,563.00

05-95-95-958410-5376 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
 COMMISSIONER, DCBCS TREATMENT & PREVENTION, NATIONAL OUTCOMES MEASURES-SYNE

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	103-502664	Contracts for Op Svc	95845376	\$39,302.00	\$0.00	\$39,302.00
2012	103-502664	Contracts for Op Svc	95845376	\$374,870.00	\$0.00	\$374,870.00
2013	103-502664	Contracts for Op Svc	95845376	\$239,215.00	\$0.00	\$239,215.00
2014	103-502664	Contracts for Op Svc	95845376	0.00	0.00	0.00
2015	103-502664	Contracts for Op Svc	95845376	0.00	\$40,000.00	\$40,000.00
			Sub-Total	\$653,387.00	\$40,000.00	\$693,387.00

05-95-95-958410-5957 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
 COMMISSIONER, DCBCS TREATMENT & PREVENTION, SAMHSA GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	102-502664	Contracts for Prog Svc	95845376	\$0.00	\$184,760.00	\$184,760.00
2012	102-502664	Contracts for Prog Svc	95845376	\$0.00	\$123,400.00	\$123,400.00
2013	102-502664	Contracts for Prog Svc	95845376	\$0.00	\$123,400.00	\$123,400.00
2014	102-502664	Contracts for Prog Svc	95845376	\$0.00	\$123,400.00	\$123,400.00
			Sub-Total	\$0.00	\$554,960.00	\$554,960.00
			Total	\$1,094,566.00	\$803,935.00	\$1,898,501.00

EXPLANATION

This amendment is a sole source request because there are no known viable alternatives to the implementation of a Voucher Management System. DHHS is currently contracting with FEI Inc. to implement an electronic health record (EHR) system known as Web Infrastructure for Treatment Services (WITS) system for all treatment services providers funded by BDAS. One of many considerations in deciding to contract with FEI for the electronic record system was the fact that they had developed an ATR VMS module to operate within the WITS EHR system. The core module had been developed several years ago for use by other states that had been funded for ATR in the first and second rounds. This module fully integrates the VMS seamlessly with the WITS client record and requires a minimum of modifications depending on any individual, non-standard needs that DHHS may have. The VMS is also fully compliant with the Federal GPRA standards and is authorized for required financial reporting to the Services Accountability Improvement System (SAIS).

The current iteration of the WITS system is proprietary to members of the WITS collaborative (current state and other government entities, the University of Maryland and FEI Inc.). It would undoubtedly be cost prohibitive for an external vendor to develop a VMS that would be fully integrated with WITS.

It will be necessary to implement the fully functioning VMS no later than January 28, 2011. This is a non-negotiable stipulation attached to acceptance of these funds. Failure to comply could result in the revocation of the grant award. Given the extremely short time frame for implementation, it is very unlikely that DHHS could

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
January 6, 2011  
Page 3 of 3

issue an RFP and develop a satisfactory contract for another vendor to do the necessary work to design and customize a WITS integrated system in order to comply with the terms of the grant award.

DHHS was recently awarded an Access to Recovery (ATR) grant on September 30, 2010 from the Federal Substance Abuse Mental Health Services Administration (SAMHSA). The award was nearly 12 million dollars over the next four years. The grant, over the course of four years, will allow DHHS to provide treatment and recovery support services to approximately 4,600 individuals from the following populations: National Guard veterans returning from Iraq and Afghanistan, incarcerated individuals re-entering society and multiple Driving While Intoxicated (DWI) offenders. Individuals will be assessed for needed services and issued vouchers for those services. An essential element of ATR will be client choice for all vouchered services, at least two options must be offered for all services. This will, of necessity expand the number of treatment service providers in the current publicly funded system.

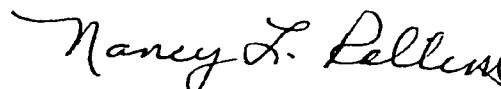
All ATR providers will need to be enrolled in a Voucher Management System (VMS) and strict financial and process accountability measures will have to be implemented consistent with the Federal Government Performance and Results Act (GPRA). In addition all providers will be required to maintain an electronic client record to document all services are provided consistent with DHHS standards.

The geographic area to be served is statewide.

Source of Funds: Seventy-one percent (71%) Other Funds from the Impaired Driver Intervention Programs (Client Fees) and from Synectics through a sub-agreement with the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment. Twenty-nine percent (29%) are Federal Funds.

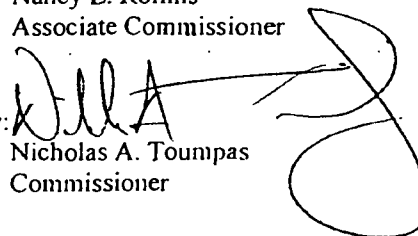
In the event that the Other or Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/lc



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

July 21, 2010

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

Approved by: G+C  
 Date: 8/11/10  
 Item No.: LATE ITEM A  
 Contract No.: 1010373

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services, to enter into a sole source agreement with FEI.com Inc. (FEI) (Vendor #208991 B001) of 8930 Old Annapolis Road, Suite C, Columbia, MD 21045, to provide the Bureau of Drug and Alcohol Services (BDAS) with the Web Infrastructure for Treatment System (WITS) software at no cost, and develop and implement modifications to the software as specified by BDAS, and provide hosting and maintenance for the price indicated in this submittal, to be effective date of Governor and Council approval through December 31, 2013, in an amount not to exceed \$1,094,566.00. Funds are available in the following accounts for SFY 2011 and are anticipated to be available in SFY 2012 and 2013 depending upon the availability and continued appropriations of funds in the future operating budgets.

05-95-95-958410-5368 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, WORKFORCE DEVELOPMENT

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2011	103-502664	Contracts for Op Svc	95845368	\$147,591.00
SFY 2012	103-502664	Contracts for Op Svc	95845368	\$0.00
SFY 2013	103-502664	Contracts for Op Svc	95845368	\$0.00
			Sub-Total	\$147,591.00

05-95-95-958410-5369 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL EDUCATION PROGRAM

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2011	103-502664	Contracts for Op Svc	95845369	\$293,588.00
SFY 2012	103-502664	Contracts for Op Svc	95845369	\$0.00
SFY 2013	103-502664	Contracts for Op Svc	95845369	\$0.00
			Sub-Total	\$293,588.00

05-95-95-958410-5376 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
COMMISSIONER, DCBCS TREATMENT & PREVENTION, NATIONAL OUTCOMES MEASURES-SYNE

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2011	103-502664	Contracts for Op Svc	95845376	\$39,302.00
SFY 2012	103-502664	Contracts for Op Svc	95845376	\$374,870.00
SFY 2013	103-502664	Contracts for Op Svc	95845376	\$239,215.00
			Sub-Total	\$653,387.00
			Total	\$1,094,566.00

#### EXPLANATION

This agreement with FEI will enable BDAS to replace its outdated and increasingly compromised data system with the WITS software that will provide a customizable alcohol and other drug abuse treatment data reporting system along with an electronic health record to be used by BDAS and its treatment contractors.

BDAS is required to submit various data to the federal Substance Abuse and Mental Health Services Administration (SAMHSA). SAMHSA's mission is to reduce the impact of substance abuse and mental illness on America's communities. In return for tracking data, BDAS receives a block grant of approximately \$6.6 million. The data submitted to SAMSHA includes National Outcome Measures (NOMS) such as rates of abstinence at discharge from treatment, reductions in criminal activity, level of post treatment recovery support etc. The current data system is no longer able to reliably report all of the required NOMS. The system is more than 20 years old and had been developed by staff who are no longer with the Bureau. Attempts to repair and modify the system have been unsuccessful. Further, the current system is incapable of supporting an electronic health record, which is an important evidence based practice necessary to help ensure quality and performance of BDAS treatment contractors. Failure to implement a new data/electronic health record system will jeopardize continued funding from SAMHSA, which represents a major portion of the funds used to treat alcohol and other drug abusing and dependent individuals.

This contract is sole source because there are no known viable alternatives to the implementation of WITS. WITS is the only readily available system sanctioned and developed expressly for individual state NOMS reporting requirements. SAMHSA originally funded the development of the WITS software by FEI, therefore the application meets established national standards for the tracking and reporting of drug and alcohol treatment. The intent was to create a data and electronic record system utilizing federal funds that could be made available to individual states at no cost other than that incurred for necessary individual modifications, implementation, training, hosting, and maintenance. Now in the public domain, the result is a standard that is consistent among participating states, meeting both SAMHSA's and individual state's needs.

Users of the WITS application have formed the WITS Collaborative Partnership, which currently includes several states and a number of localities (approximately 23 in all) utilizing the WITS solution. As a member of the Collaborative, BDAS will pay no licensing fees and will actually own a copy of the software code. Modifications to the software are funded by Collaborative members but are distributed, without cost, to the entire membership for their own implementation. This business model is designed to share the costs of implementation of future modifications on an equitable cost-sharing basis thus potentially reducing the individual costs of future development for all members.



His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
July 21, 2010  
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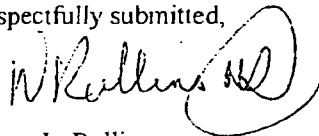
To assist states in their compliance with SAMHSA reporting requirements, SAMHSA funded private consulting firm, Research Triangle Institute (RTI), to perform a "needs analysis" for the State of New Hampshire resulting in a determination of the best, most cost effective, solution for BDAS's information system needs. Through this analysis and in consultation with RTI, BDAS was able to determine that the WITS Collaborative offers the most cost effective solution to meet BDAS needs. Because this software was developed by FEI, the cost of modifications would be substantially less than what could be offered by other vendors. FEI's intimate familiarity with the highly complex code over the course of many years of development and implementations provides an obvious advantage over other firms who would not have that degree of knowledge and experience with the software.

The geographic area to be served is statewide.

Source of Funds is 44% Other (Client Fees) Funds and 56% Federal Funds.

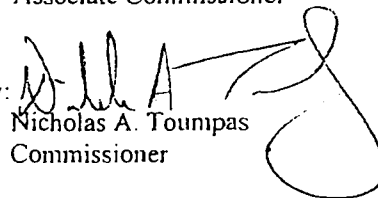
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

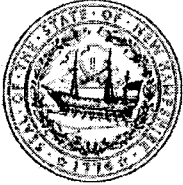
Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/lc

Amend A



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

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate  
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

December 28, 2010

Peter C. Hastings  
Interim Commissioner  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

**Requested Action and Explanation**

This is a request for approval to enter into contract amendment with FEI.com, Inc. to provide the Voucher Management System (VMS) and extend the contract expiration date from December 31, 2013 to December 31, 2014, effective upon the date of Governor and Council approval.

DHHS was recently awarded an Access to Recovery (ATR) grant on September 30, 2010 from the Federal Substance Abuse Mental Health Services Administration (SAMHSA). The award was nearly 12 million dollars over the next four years. The grant, over the course of four years, will allow DHHS to provide treatment and recovery support services to approximately 4,600 individuals from the following populations: National Guard veterans returning from Iraq and Afghanistan, incarcerated individuals re-entering society and multiple Driving While Intoxicated (DWI) offenders. Individuals will be assessed for needed services and issued vouchers for those services. An essential element of ATR will be client choice for all vouchered services, at least two options must be offered for all services. This will, of necessity expand the number of treatment service providers in the current publicly funded system.

All ATR providers will need to be enrolled in a Voucher Management System (VMS) and strict financial and process accountability measures will have to be implemented consistent with the Federal Government Performance and Results Act (GPRA). In addition all providers will be required to maintain an electronic client record to document all services are provided consistent with DHHS standards.

It will be necessary to implement the fully functioning VMS no later than January 28, 2011. This is a non-negotiable stipulation attached to acceptance of these funds.

Funds are available up to the amount of \$184,760.00 which will be available in state fiscal year 2011, an additional \$123,400.00 will be available in each state fiscal year 2012 and 2013, and \$372,375.00 will be available in state fiscal year 2014 to complete Services required.

BDAS proposes to procure the amendment to the contract to be effective date of Governor and Council approval through December 31, 2013, at a not-to-exceed price of \$1,898,501.00.



**Prior Related Actions**

This contract is sole source because the WITS application meets established national standards for the tracking and reporting of drug and alcohol treatment. SAMHSA originally funded the development of the WITS software by FEI, which is now in the public domain. The intent was to create a data and electronic record system utilizing federal funds that could be made available to individual states at no cost other than that incurred for necessary individual modifications, implementation, training, hosting, and maintenance. The result is a standard that is consistent among participating states, meeting both SAMHSA's and individual state's needs.

**Alternatives and Benefits**

There are no known viable alternatives to implementation of WITS. The current "home grown Access database has been corrupted and does not produce reliable data, nor is it able to provide a clinical case record. WITS is the only readily available system sanctioned and developed expressly for individual state NOMS reporting requirements.

**Impact on Other State Agencies and Municipalities**

There are none anticipated.

**Supporting Documentation**

2010-035 DHHS WITS Contract  
FEI Proposal dated September 27, 2009  
2010-035 DHHS WITS Amendment A

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**Summary of Requested Action**

Date of most recently approved NHITP: October 18, 2005

NHITP Initiative / Project Name: N/A

NHITP Initiative / Project Number: N/A

A&E System Request ID: 10885

**Requisition Information:**

**Vendor Name:** FEI.com, Inc.

**Funding Sources and Amounts:**

	* Object Code(s)	FY 2011	FY 2012	FY 2013	FY 2014	Total
STATE						
FEDERAL	502664	\$184,760	\$123,400	\$123,400	\$123,400	\$554,960
OTHER - Client Fees	502664				\$248,975	\$248,975
<b>TOTAL</b>		<b>\$184,760</b>	<b>\$123,400</b>	<b>\$123,400</b>	<b>\$372,375</b>	<b>\$ 803,935</b>

**CONTACT PERSON:**

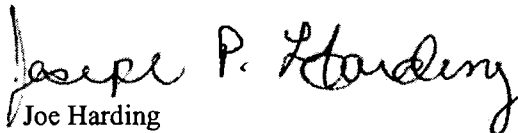
James Shanelaris  
Administrator I  
105 Pleasant Street  
Concord, NH 03301  
Telephone: (603) 271-5564  
Fax: (603) 271-6105  
Email: [jshanelaris@dhhs.state.nh.us](mailto:jshanelaris@dhhs.state.nh.us)



**CERTIFICATION**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

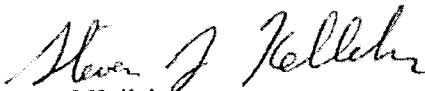
Respectfully submitted,



Joe Harding  
Director, BDAS

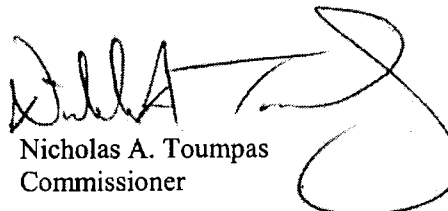


Nancy L. Rollins  
Associate Commissioner, DCBCS



Steven J. Kelleher  
Information Technology Manager  
NH Department of Information Technology

Approved by:



Nicholas A. Toumpas  
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

GIC  
1-19-11  
Item# 65

January 6, 2011

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 agency's request amend Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035A.

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services, to amend an agreement with FEI.com Inc. to provide the Bureau of Drug and Alcohol Services (BDAS) with an enhancement to the Web Infrastructure for Treatment System (WITS), adding a voucher tracking system for the treatment of National Guard veterans returning from Iraq and Afghanistan, incarcerated individuals re-entering society, and multiple Driving While Intoxicated (DWI) offenders. The amendment will be effective on the date of Governor and Council approval through December 31, 2014, and will increase the price limitation by \$803,935.00 from \$1,094,566.00 to \$1,898,501.00.

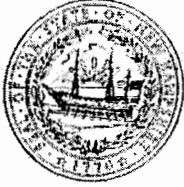
A copy of this letter should accompany the Department of Health and Human Services submission to Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings

PCH/ltn  
Amendment 2010-035A  
RID #10885





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

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholae A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

January 6, 2011

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services (BDAS), to exercise a **sole source** amendment to an agreement with FEI.com Inc. (FEI), Purchase Order #1010373 (Vendor #208991 B001) of 8930 Old Annapolis Road, Suite C, Columbia, MD 21045, by increasing the Price Limitation by \$803,935.00 from \$1,094,566.00 to \$1,898,501.00, to provide the Voucher Management System (VMS) and extending the contract expiration date from December 31, 2013 to December 31, 2014, effective date of Governor and Council approval. This agreement was originally approved by Governor and Council on August 11, 2010, Late Item A. Funds are available in the following accounts for State Fiscal Year (SFY) 2011 and are anticipated to be available in SFYs 2012, 2013, 2014 and 2015 depending upon the availability and continued appropriations of funds in the future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-95-958410-5368 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, WORKFORCE DEVELOPMENT

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	103-502664	Contracts for Op Svc	95845368	\$147,591.00	\$0.00	\$147,591.00
2012	103-502664	Contracts for Op Svc	95845368	\$0.00	\$0.00	\$0.00
2013	103-502664	Contracts for Op Svc	95845368	\$0.00	\$0.00	\$0.00
			Sub-Total	\$147,591.00	\$0.00	\$147,591.00

05-95-95-958410-5369 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL EDUCATION PROGRAM

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	103-502664	Contracts for Op Svc	95845369	\$293,588.00	\$0.00	\$293,588.00
2012	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
2013	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00
2014	103-502664	Contracts for Op Svc	95845369	\$0.00	\$0.00	\$0.00

2015	103-502664	Contracts for Op Svc	95845369	\$0.00	\$208,975.00	\$208,975.00
			Sub-Total	\$293,588.00	\$208,975.00	\$502,563.00

05-95-95-958410-5376 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, NATIONAL OUTCOMES MEASURES-SYNE

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	103-502664	Contracts for Op Svc	95845376	\$39,302.00	\$0.00	\$39,302.00
2012	103-502664	Contracts for Op Svc	95845376	\$374,870.00	\$0.00	\$374,870.00
2013	103-502664	Contracts for Op Svc	95845376	\$239,215.00	\$0.00	\$239,215.00
2014	103-502664	Contracts for Op Svc	95845376	0.00	0.00	0.00
2015	103-502664	Contracts for Op Svc	95845376	0.00	\$40,000.00	\$40,000.00
			Sub-Total	\$653,387.00	\$40,000.00	\$693,387.00

05-95-95-958410-5957 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, SAMHSA GRANTS

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	102-502664	Contracts for Prog Svc	95845376	\$0.00	\$184,760.00	\$184,760.00
2012	102-502664	Contracts for Prog Svc	95845376	\$0.00	\$123,400.00	\$123,400.00
2013	102-502664	Contracts for Prog Svc	95845376	\$0.00	\$123,400.00	\$123,400.00
2014	102-502664	Contracts for Prog Svc	95845376	\$0.00	\$123,400.00	\$123,400.00
			Sub-Total	\$0.00	\$554,960.00	\$554,960.00
			Total	\$1,094,566.00	\$803,935.00	\$1,898,501.00

#### EXPLANATION

This amendment is a sole source request because there are no known viable alternatives to the implementation of a Voucher Management System. DHHS is currently contracting with FEI Inc. to implement an electronic health record (EHR) system known as Web Infrastructure for Treatment Services (WITS) system for all treatment services providers funded by BDAS. One of many considerations in deciding to contract with FEI for the electronic record system was the fact that they had developed an ATR VMS module to operate within the WITS EHR system. The core module had been developed several years ago for use by other states that had been funded for ATR in the first and second rounds. This module fully integrates the VMS seamlessly with the WITS client record and requires a minimum of modifications depending on any individual, non-standard needs that DHHS may have. The VMS is also fully compliant with the Federal GPRA standards and is authorized for required financial reporting to the Services Accountability Improvement System (SAIS).

The current iteration of the WITS system is proprietary to members of the WITS collaborative (current state and other government entities, the University of Maryland and FEI Inc.). It would undoubtedly be cost prohibitive for an external vendor to develop a VMS that would be fully integrated with WITS.

It will be necessary to implement the fully functioning VMS no later than January 28, 2011. This is a non-negotiable stipulation attached to acceptance of these funds. Failure to comply could result in the revocation of the grant award. Given the extremely short time frame for implementation, it is very unlikely that DHHS could

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
January 6, 2011  
Page 3 of 3

issue an RFP and develop a satisfactory contract for another vendor to do the necessary work to design and customize a WITS integrated system in order to comply with the terms of the grant award.

DHHS was recently awarded an Access to Recovery (ATR) grant on September 30, 2010 from the Federal Substance Abuse Mental Health Services Administration (SAMHSA). The award was nearly 12 million dollars over the next four years. The grant, over the course of four years, will allow DHHS to provide treatment and recovery support services to approximately 4,600 individuals from the following populations: National Guard veterans returning from Iraq and Afghanistan, incarcerated individuals re-entering society and multiple Driving While Intoxicated (DWI) offenders. Individuals will be assessed for needed services and issued vouchers for those services. An essential element of ATR will be client choice for all vouchered services, at least two options must be offered for all services. This will, of necessity expand the number of treatment service providers in the current publicly funded system.

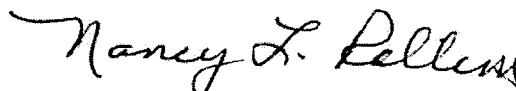
All ATR providers will need to be enrolled in a Voucher Management System (VMS) and strict financial and process accountability measures will have to be implemented consistent with the Federal Government Performance and Results Act (GPRA). In addition all providers will be required to maintain an electronic client record to document all services are provided consistent with DHHS standards.

The geographic area to be served is statewide.

Source of Funds: Seventy-one percent (71%) Other Funds from the Impaired Driver Intervention Programs (Client Fees) and from Synectics through a sub-agreement with the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment. Twenty-nine percent (29%) are Federal Funds.

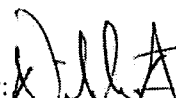
In the event that the Other or Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/lc



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

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate  
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

December 28, 2010

Peter C. Hastings  
Interim Commissioner  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

**Requested Action and Explanation**

This is a request for approval to enter into contract amendment with FEI.com, Inc. to provide the Voucher Management System (VMS) and extend the contract expiration date from December 31, 2013 to December 31, 2014, effective upon the date of Governor and Council approval.

DHHS was recently awarded an Access to Recovery (ATR) grant on September 30, 2010 from the Federal Substance Abuse Mental Health Services Administration (SAMHSA). The award was nearly 12 million dollars over the next four years. The grant, over the course of four years, will allow DHHS to provide treatment and recovery support services to approximately 4,600 individuals from the following populations: National Guard veterans returning from Iraq and Afghanistan, incarcerated individuals re-entering society and multiple Driving While Intoxicated (DWI) offenders. Individuals will be assessed for needed services and issued vouchers for those services. An essential element of ATR will be client choice for all vouchered services, at least two options must be offered for all services. This will, of necessity expand the number of treatment service providers in the current publicly funded system.

All ATR providers will need to be enrolled in a Voucher Management System (VMS) and strict financial and process accountability measures will have to be implemented consistent with the Federal Government Performance and Results Act (GPRA). In addition all providers will be required to maintain an electronic client record to document all services are provided consistent with DHHS standards.

It will be necessary to implement the fully functioning VMS no later than January 28, 2011. This is a non-negotiable stipulation attached to acceptance of these funds.

Funds are available up to the amount of \$184,760.00 which will be available in state fiscal year 2011, an additional \$123,400.00 will be available in each state fiscal year 2012 and 2013, and \$372,375.00 will be available in state fiscal year 2014 to complete Services required.

BDAS proposes to procure the amendment to the contract to be effective date of Governor and Council approval through December 31, 2013, at a not-to-exceed price of \$1,898,501.00.

### **Prior Related Actions**

This contract is sole source because the WITS application meets established national standards for the tracking and reporting of drug and alcohol treatment. SAMHSA originally funded the development of the WITS software by FEI, which is now in the public domain. The intent was to create a data and electronic record system utilizing federal funds that could be made available to individual states at no cost other than that incurred for necessary individual modifications, implementation, training, hosting, and maintenance. The result is a standard that is consistent among participating states, meeting both SAMHSA's and individual state's needs.

### **Alternatives and Benefits**

There are no known viable alternatives to implementation of WITS. The current "home grown Access database has been corrupted and does not produce reliable data, nor is it able to provide a clinical case record. WITS is the only readily available system sanctioned and developed expressly for individual state NOMS reporting requirements.

### **Impact on Other State Agencies and Municipalities**

There are none anticipated.

### **Supporting Documentation**

2010-035 DHHS WITS Contract  
FEI Proposal dated September 27, 2009  
2010-035 DHHS WITS Amendment A

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**Summary of Requested Action**

Date of most recently approved NHITP: <u>October 18, 2005</u>
NHITP Initiative / Project Name: <u>N/A</u>
NHITP Initiative / Project Number: <u>N/A</u>
A&E System Request ID: <u>10885</u>

**Requisition Information:**

<b>Vendor Name:</b> FEI.com, Inc.
-----------------------------------

**Funding Sources and Amounts:**

	* Object Code(s)	FY 2011	FY 2012	FY 2013	FY 2014	Total
STATE						
FEDERAL	502664	\$184,760	\$123,400	\$123,400	\$123,400	\$554,960
OTHER - Client Fees	502664				\$248,975	\$248,975
<b>TOTAL</b>		<b>\$184,760</b>	<b>\$123,400</b>	<b>\$123,400</b>	<b>\$372,375</b>	<b>\$ 803,935</b>

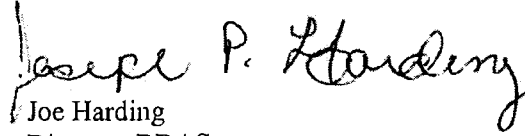
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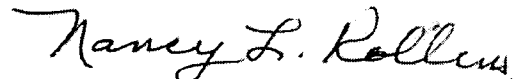
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**CERTIFICATION**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

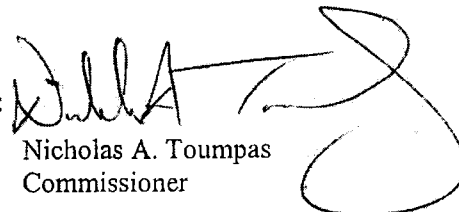
Respectfully submitted,

  
Joe Harding  
Director, BDAS

  
Nancy L. Rollins  
Associate Commissioner, DCBCS

  
Steven J Kelleher  
Information Technology Manager  
NH Department of Information Technology

Approved by:

  
Nicholas A. Toumpas  
Commissioner

Rec'd 1-4-11  
Sjic

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT MANAGEMENT SYSTEM  
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2010-035, on August 11, 2010, Item #LATE ITEM A (herein after referred to as the "Agreement"), FEI.com Inc. ("FEI") of Columbia, MD (hereinafter referred to as "Vendor") agreed to supply certain services for the Web Infrastructure for Treatment Services Software (WITS) in accordance with 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") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *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 add Deliverables for an Access to Recovery (ATR) Voucher Management System (VMS) to the Statement of Work;

WHEREAS, the Department wishes to extend the contract expiration date from December 31, 2013 to December 31, 2014;

WHEREAS, the Department wishes to increase the Contract price by \$803,935.00, increasing the total contract price from \$1,094,566.00 to \$1,898,501.00.

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. Amend Section 1.7 of the Statement of Work – Contract Agreement by changing the Completion Date to December 31, 2014.
2. Amend Section 1.8 of the Statement of Work – Contract Agreement by increasing the Price Limitation by \$803,935.00 from \$1,094,566.00 to \$1,898,501.00.
3. The Scope of Work of the Agreement is further amended as described in Table 1:

Table 1

Contract #2010-035 Scope of Work Section Number	AMENDED TEXT
Statement of Work Section 10	Delete Section 10 Change Orders, and replace with the following:  <b>10. CHANGE ORDERS</b> The State may make changes or revisions at any time by written Change Order. Within five (5) business days of FEI's receipt of a Change Order, FEI shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.  FEI 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 FEI's requested Change Order within five (5) business days.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT MANAGEMENT SYSTEM  
CONTRACT AMENDMENT A

	<p>The State, including but not limited to the Department of Health and Human Services and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.</p> <p>All Change Order requests from FEI to the State, and the State acceptance of FEI's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.</p>																						
<p><b>Exhibit A</b></p>	<p>Add the following ATR Voucher Management System requirements to Exhibit A Section 1: <i>Deliverables, Milestones, and Activities</i>.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">72.</td> <td>Renewal of Year 4 Annual Hosting Services 1/1/14 – 12/31/14</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>ATR Voucher Management System Requirements</b></td> </tr> <tr> <td>73.</td> <td>FEI shall provide the ATR Voucher Management System (ATR VMS) to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Attachment A: Statement of Work.</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Base ATR Functionality</b></td> </tr> <tr> <td>74.</td> <td>FEI ATR experts will guide the state through critical Federal Access to Treatment (ATR3) grant decision-making and provide program consultation.</td> </tr> <tr> <td>75.</td> <td>FEI shall provide assistance with the RTI technical readiness review, as requested by the state.</td> </tr> <tr> <td>76.</td> <td>FEI shall ensure that the base NH WITS system meets system certification for Service Accountability Improvement System (SAIS) uploads with RTI, prior to go-live. This will include the upload of Government Performance and Results Act (GPRA) data, Voucher Information, and Voucher Transactions, as required by the grant.</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>New Functionality</b></td> </tr> <tr> <td>77.</td> <td>FEI will perform a gap analysis, reviewing base WITS ATR functionality and noting areas where the system must be modified to meet the business requirements of the NH ATR program.</td> </tr> <tr> <td>78.</td> <td> <p>Configuration items – specific examples of items to be done for NH WITS, based on the GAP</p> <ul style="list-style-type: none"> <li>a. Changes to the intake screen</li> <li>b. Changes to the encounter screen</li> <li>c. Menu item changes (e.g., hide admission and discharge)</li> <li>d. Business rules regarding completion of an assessment in an ATR intake</li> <li>e. ASAM Screen and Recovery plan with recovery check up</li> <li>f. Payor plan client lifetime cap, client service lifetime cap and contract monthly cap</li> <li>g. Allow referral from an ATR program to a non-ATR program</li> <li>h. Default close date of voucher to 60 days</li> <li>i. Partial automation of the provider and payor billing process</li> <li>j. Fee determination – turn on (MOP)</li> <li>k. Enable auto-population of GPRA discharge from GPRA follow up</li> <li>l. Potential enabling of ability for Care Coordinator to view the encounter service detail from providers</li> <li>m. Enable GAIN SS and potentially the RSS screener</li> </ul> </td> </tr> <tr> <td>79.</td> <td>Enhancements</td> </tr> </table>	72.	Renewal of Year 4 Annual Hosting Services 1/1/14 – 12/31/14	<b>ATR Voucher Management System Requirements</b>		73.	FEI shall provide the ATR Voucher Management System (ATR VMS) to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Attachment A: Statement of Work.	<b>Base ATR Functionality</b>		74.	FEI ATR experts will guide the state through critical Federal Access to Treatment (ATR3) grant decision-making and provide program consultation.	75.	FEI shall provide assistance with the RTI technical readiness review, as requested by the state.	76.	FEI shall ensure that the base NH WITS system meets system certification for Service Accountability Improvement System (SAIS) uploads with RTI, prior to go-live. This will include the upload of Government Performance and Results Act (GPRA) data, Voucher Information, and Voucher Transactions, as required by the grant.	<b>New Functionality</b>		77.	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<b>Base ATR Functionality</b>																							
74.	FEI ATR experts will guide the state through critical Federal Access to Treatment (ATR3) grant decision-making and provide program consultation.																						
75.	FEI shall provide assistance with the RTI technical readiness review, as requested by the state.																						
76.	FEI shall ensure that the base NH WITS system meets system certification for Service Accountability Improvement System (SAIS) uploads with RTI, prior to go-live. This will include the upload of Government Performance and Results Act (GPRA) data, Voucher Information, and Voucher Transactions, as required by the grant.																						
<b>New Functionality</b>																							
77.	FEI will perform a gap analysis, reviewing base WITS ATR functionality and noting areas where the system must be modified to meet the business requirements of the NH ATR program.																						
78.	<p>Configuration items – specific examples of items to be done for NH WITS, based on the GAP</p> <ul style="list-style-type: none"> <li>a. Changes to the intake screen</li> <li>b. Changes to the encounter screen</li> <li>c. Menu item changes (e.g., hide admission and discharge)</li> <li>d. Business rules regarding completion of an assessment in an ATR intake</li> <li>e. ASAM Screen and Recovery plan with recovery check up</li> <li>f. Payor plan client lifetime cap, client service lifetime cap and contract monthly cap</li> <li>g. Allow referral from an ATR program to a non-ATR program</li> <li>h. Default close date of voucher to 60 days</li> <li>i. Partial automation of the provider and payor billing process</li> <li>j. Fee determination – turn on (MOP)</li> <li>k. Enable auto-population of GPRA discharge from GPRA follow up</li> <li>l. Potential enabling of ability for Care Coordinator to view the encounter service detail from providers</li> <li>m. Enable GAIN SS and potentially the RSS screener</li> </ul>																						
79.	Enhancements																						

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	<ul style="list-style-type: none"> <li>a. Populate the ASI with the intake GPRA</li> <li>b. Payment file for NH First</li> <li>c. Request for change of services/units on an existing voucher, including provider feedback at end of service provision</li> <li>d. Develop ability for various case management agencies to have a variety of actions, such as creation of local vouchers, creation of referred vouchers, etc.</li> <li>e. Alerts – if the client has used RSS services but not the vouched TX services, need to alert the care coordinator, as well as the state.</li> </ul>
80.	All required functionality will be documented; requirements will be delivered to the state and reviewed with state representatives, then modified as appropriate.
81.	According to approved requirements, FEI will design and develop enhancements to support the ATR program in NH.
82.	Enhancements will be fully tested according to the contract, then FEI will provide support to NH officials regarding their UAT of all deliverables.
83.	FEI will deploy enhancements to the NH WITS production site as approved by the state through the UAT process.
84.	FEI will provide user training and documentation for the WITS ATR process and functionality.
85.	FEI will continue to provide support, maintenance and hosting according to contract guidelines.
86.	<p>FEI will update the SQL Server Reporting Services (SSRS) ad-hoc reporting system with new reports to assist the state in managing the ATR3 grant, as well as providing SSRS entities for the new ATR3 enhancements.</p> <ul style="list-style-type: none"> <li>a. QA reporting: Look at any clients receiving services simultaneously from block grant and ATR funds, show services being offered.</li> <li>b. Fiscal Year-end Billing reconciliation: Shows the EOB transaction and service dates, so payment folks know what \$ amount should be paid out of which fiscal year</li> <li>c. A/P Audit report: subscribed SSRS report for a/p staff, showing the claims within each invoice, but with de-identified data. Sent weekly with payment file.</li> <li>d. QA reports showing care coordinator referrals to providers, services authorized, units authorized per client. These reports are designed to help with fraud, waste and abuse monitoring required under the ATR grant.</li> </ul>
	<b>General Requirements</b>
87.	The basic tenets of the overall contract will be met, in terms of state and contractor responsibilities, duties, performance and conditions.
88.	ATR3 is a 4 year grant. It is expected that each year the state will have new changes or enhancements it would like to add to the system. These will be discussed, documented and programmed according to the above process and according to the available budget. FEI will provide user training and documentation annually.
89.	Full user documentation will be delivered after the initial enhancements are

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	completed; this will be updated annually as new enhancements are added.
	90. FEI will provide support regarding the system, as well as SAIS uploads, and technical system assistance regarding the grant program throughout the life of the grant, as needed by the state.
	91. Training for year one is expected to be more intensive than in other years. In year one, FEI is proposing 4 onsite sessions, broken into 2, 2-day sessions, and four web-ex follow up sessions for ATR functionality. Training will follow a Train-the Trainer methodology.
<b>Exhibit B Section 1.1</b>	<p>Delete the following language from Section 1.1 <i>Firm Fixed Price</i>:</p> <p><b>1.1 Firm Fixed Price</b> This is a Firm Fixed Price (FFP) Contract totaling \$1,094,566 for the period between the Effective Date through December 31, 2013. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:</p> <p>And replace with:</p> <p><b>1.1. Firm Fixed Price</b> This is a Firm Fixed Price (FFP) Contract totaling \$1,898,501.00 (\$1,343,541.00 for the reporting system and \$554,960.00 for the Voucher System) for the period between the Effective Date through December 31, 2014. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:</p>
<b>Exhibit B Section 1.1</b>	Add Table 2 "Payment Schedule" to Section 1.1 <i>Firm Fixed Price</i> as specified in Attachment B.
<b>Exhibit B Section 1.1</b>	Add ATR VMS hosting and support and maintenance table, Table 3, as specified in Attachment B.
<b>Exhibit B Section 1.1</b>	Delete the existing Hosting and support and maintenance table and replace with Table 4, as specified in Attachment B.
<b>Exhibit B Section 2</b>	<p>Delete the following language from Section 2 <i>TOTAL CONTRACT PRICE</i>:</p> <p><b>2. TOTAL CONTRACT PRICE</b> 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 \$1,094,566 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI 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.</p> <p>And replace with:</p> <p><b>2. TOTAL CONTRACT PRICE</b> 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 \$1,898,501.00. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for</p>

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	all fees and expenses, of whatever nature, incurred by FEI 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.																								
<b>Exhibit B Section 2</b>	Add Table 2 "Payment Milestones" to Section 2 <i>TOTAL CONTRACT PRICE</i> as specified in Attachment C.																								
<b>Exhibit I Section 7</b>	Add the following preliminary Work Plan for the ATR3 Grant Project:  <b>High Level Preliminary NH Project Plan (ATR3)</b> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Task Name</th> <th>Duration (days)</th> <th>Start</th> <th>Finish</th> </tr> </thead> <tbody> <tr> <td>Initial system configuration, certification testing, gap analysis and requirements/rule gathering for ATR3 program; deployment of working voucher management system</td> <td>19</td> <td>1/28/2011</td> <td>2/15/11</td> </tr> <tr> <td>Year 1 Requirements documentation, design, development, testing and implementation; user training; additional year 1 enhancements</td> <td>63</td> <td>1/28/2011</td> <td>4/1/2011</td> </tr> <tr> <td>Year 2 Requirements documentation, design, development, testing and implementation; user training</td> <td>180</td> <td>7/1/2011</td> <td>1/1/2012</td> </tr> <tr> <td>Year 3 Requirements documentation, design, development, testing and implementation; user training</td> <td>180</td> <td>7/1/2011</td> <td>1/1/2013</td> </tr> <tr> <td>Year 4 Requirements documentation, design, development, testing and implementation; user training</td> <td>180</td> <td>7/1/2011</td> <td>1/1/2014</td> </tr> </tbody> </table>	Task Name	Duration (days)	Start	Finish	Initial system configuration, certification testing, gap analysis and requirements/rule gathering for ATR3 program; deployment of working voucher management system	19	1/28/2011	2/15/11	Year 1 Requirements documentation, design, development, testing and implementation; user training; additional year 1 enhancements	63	1/28/2011	4/1/2011	Year 2 Requirements documentation, design, development, testing and implementation; user training	180	7/1/2011	1/1/2012	Year 3 Requirements documentation, design, development, testing and implementation; user training	180	7/1/2011	1/1/2013	Year 4 Requirements documentation, design, development, testing and implementation; user training	180	7/1/2011	1/1/2014
Task Name	Duration (days)	Start	Finish																						
Initial system configuration, certification testing, gap analysis and requirements/rule gathering for ATR3 program; deployment of working voucher management system	19	1/28/2011	2/15/11																						
Year 1 Requirements documentation, design, development, testing and implementation; user training; additional year 1 enhancements	63	1/28/2011	4/1/2011																						
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**Table 2 Contract 2010-035 DHHS State Outcomes Measurement and Management System**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2010-035	Original Contract	8/10/10 Late Item A	\$1,094,566.00
2010-035 Amendment A	First Amendment	Upon G&C Approval	\$ 803,935.00
	<b>CONTRACT TOTAL</b>		<b>\$1,898,501.00</b>

## ATTACHMENT A

### STATEMENT OF WORK

#### I. Scope

FEI shall use of Web Infrastructure for Treatment Services (WITS) - Voucher Management System (VMS) for the Department of Health and Human Services to administer their Federal Access to Treatment (ATR3) grant.

#### II. Background

##### **Web Infrastructure for Treatment Services (WITS) - Voucher Management System (VMS)**

The Voucher Management System (VMS) is built on the WITS application platform using a multi-tier architecture that optimizes performance and flexibility by separating data, business logic, and user interfaces. This allows a common application platform with customization capabilities to support different functionalities, screens, business logic, business process flows, etc., for each State using this platform. The WITS application platform has the following key components:

- **Framework:** A key part of the value of the WITS approach is the framework that handles transactions between the user interface (web screens) and the database. The separation of WITS into a multi-tier architecture results in the database, user screens, and applications being autonomous which enables choices in the WITS instance for each State. Separating the framework from the business logic promotes State collaboration by providing a common approach to the WITS computing environment that is not limited to a specific set of business processes for a given State.
- **Application Modules:** An important aspect of the overall WITS design has been to arrange various functional requirements as modules within the overall set of WITS capabilities. Each module reflects distinct user needs and they are simple to configure and maintain and also allow easy modification to meet State business process and computing needs. WITS currently has modules to address Client Management, Treatment Services, Provider Management Functions, and System Administration.
- **Database:** WITS collects and manages a wide range of data through the use of a relational database that contains information on provider agencies, their programs and staff, their clients, and the client's treatment episodes. WITS standardizes the way the data is structured and recorded to enable States and providers to collect and manage substance abuse treatment data using data elements compatible with ATR, TEDS, GPRA, and block grant reporting. WITS is commonly used with a SQL Server database, however, it can also support other commonly used databases such as Oracle.
- **User Interface:** An individual user needs a personal computer with a browser and an Internet connection to access the WITS application. The design concepts for this interface emphasize consistent navigation across modules to promote ease of training and ease of use. Through the application configuration files, the WITS user interface can also be customized with a different title, logo, style and screen flow specific to the State.
- **Upload Interfaces:** Since the ATR program requires uploading data to the CSAT repository, the Upload component is very important for this program. WITS has integrated the extraction



of client GPRA interviews, voucher information and voucher transactions into XML files. Once data is exported to the XML file, the integrated web service client uploads the file to the CSAT Upload Web Service. After the file is processed, the CSAT upload process sends the response file back via the Response Web Service on the WITS side.

- **Authentication and Authorization:** WITS has built-in support for various authentication means such as LDAP (Microsoft ADAM) and database table based authentication. In addition, it also provides a flexible role-based authorization mechanism. This enables a WITS administrator to assign users to various user groups with specific roles that allow or deny access to certain functions or specific screens. WITS also supports associating users to one or more agencies or facilities to restrict their access for the data related to those entities.

### **WITS Functions/Modules for ATR Program**

The current WITS VMS application is built to support all program requirements of ATR-2010. The following WITS VMS functions/ modules implemented in the ATR-2007 program will also be used to address many of the operational requirements of the ATR-2010 program:

- Client Management
- Contract/Licensure Management
- Provider/Agency Access
- Funding Management
- Voucher Management
- Recovery Support Services
- Extract and upload to CSAT
- ATR Reports

### **FEI Federal GPRA experience**

Under contract to Westat, FEI designed and implemented the Service Accountability Improvement System (SAIS) application redesign. FEI reviewed and proposed new architecture and successfully implemented all applications in common architecture with consistent look and feel and data structure.

The SAIS redesign included the SAIS Screening Brief Intervention Referral and Treatment (SBIRT) Electronic Data Interchange (EDI) upload, the Access to Recovery (ATR) EDI upload, web data entry, data download and reporting functions. The project also involved FEI in providing technical assistance to grantees in many states for web services based EDI upload using eXtensible Markup Language (XML) as data interchange format. The SAIS framework and functions give states and providers the ability to upload their Government Performance Results Act (GPRA) Discretionary Services, Best Practices Outcomes, and Access to Recovery (ATR) data into the Center for Substance Abuse Treatment (CSAT) data repository using either web data entry or EDI upload.

## **III. Requirements**

## ATR-2010 Key Differences and Challenges

Although the core requirements of the ATR-2010 program are similar to the ATR-2007 program, there are some differences as follows:

- Client Interview Tool – The ATR-2007 and ATR-2010 programs require client GPRA interview to be conducted using a common GPRA tool that is used for all other Discretionary Services programs. Most of the sections are similar in both versions of the tool but there are differences in the set of questions and/or responses to the questions.
  - New questions:
    - Co-occurring client screen questions A1 and A1a
    - Demographics question A5
    - Living question C1
    - Health questions F4 and F4a. In this section the numbering of the questions is impacted by this addition and will need to be modified.
    - Discharge J3 and J4 questions
  - Changes from ATR-2007 GPRA:
    - Section A - Planned Services and Section K - Services Provided.  
The ATR-2007 version of the GPRA did not include the following Treatment Services 3, 4 and 5 Brief Treatment, Referral to Treatment and Assessment. However, they would need to be enabled for the ATR-2010 program.
    - Section A – Record Management:
      - The question related to a positive or negative client screening will not be asked in the ATR-2010 version of the GPRA.
      - The ATR-2007 program had a separate target for Methamphetamine treatment services and recovery support services. However, this question will not be asked within the ATR-2010 program.
    - Housing question: New value as a possible selection for the answer to the Housing question on Section C – Family and Living Conditions.
- Upload of GPRA Data – As a result of using a new version of the Discretionary Services GPRA tool, changes to the data extract and upload process will need to occur. Uploads to the SAIS repository as well as response file handling will remain efficient.

## WITS VMS Core Functionality Developments for ATR-3

WITS VMS already has several functions/modules to satisfy the operational requirements of the ATR-2007 program. However, it will require some enhancements to address the differences that the ATR-2010 program brings. The following subsections provide further details about these core developments to WITS VMS for ATR-3.

### *Updates to the GPRA tool*

WITS VMS currently has a version of the Discretionary Services GPRA tool that supports data collection for the ATR-2007 program. The ATR-2010 program requires grantees to use a new version of the Discretionary Services GPRA tool for conducting a client interview. The sections in

the new version of the tool are the same as the ATR-2007 GPRA tool but those sections contain more/different questions and/or different responses. The following table lists the Services GPRA tool sections and highlights differences compared to the ATR-2007 GPRA:

<b>Discretionary Services Client GPRA Tool Section</b>	<b>ATR-2010 Client GPRA</b>	<b>Comparison with ATR-2007 Client GPRA Tool</b>
Section A: Record Management	Co-occurring client screen questions A1 and A1a	These questions were not asked
Section A: Record Management	N/A	Client Screen and Methamphetamine questions were asked
Section A: Demographics at intake	Demographics Veteran question A5	This question was not asked
Section A - Planned Services	Treatment Services 3, 4 and-5 (Brief Treatment, Referral to Treatment and Assessment)	These services were not available
Section B: Drug and Alcohol Use		Same questions and answers
Section C: Family and Living Conditions	Answer of Question C1 has the Dormitory/College Residence value	This value was not available
Section D: Education, Employment and Income		Same questions and answers
Section E: Crime and Criminal Justice Status		Same questions and answers
Section F: Mental and Physical Health Problems	HIV test questions F4 and F4a	These questions were not asked Question numbering is different
Section G: Social Connectedness		Same questions and answers
Section I: Follow-up Status		Same questions and answers
Section J: Discharge Status	J3 and J4 HIV test questions	These questions were not asked
Section K: Services Received at follow-up/ discharge	Treatment Services 3, 4 and-5 (Brief Treatment, Referral to Treatment and Assessment)	These services were not available

### ***Update the persistent upload to CSAT***

The current upload process extracts the ATR client interview, voucher information and voucher transaction data from the WITS database. It prepares a file in XML format for uploading to the CSAT-ATR repository. Since the client interview tool for ATR-3 is different, the upload process will need to be modified to create the new extract/upload as per the Discretionary Services upload specification and XML schema. The response web service will also be modified to handle the updated GPRA XML response file to process the errors if any and store those in the database for further actions

Furthermore, WITS VMS will need to be able to separate this new file specific to ATR-3 from the ATR-2 data file in the event that a grantee uses WITS VMS for ATR2 and ATR3 simultaneously.

### ***Home Page Alert***

A brand new WITS feature will be enabled for the ATR-3 program. The Home Page Alert functionalities will allow System Administrators and Agency Administrators to set up custom user alerts for different activities on a particular client or at the agency level. The basic ATR specific alerts include the following:

Alert Type	Alert Description
Referral Creation	Alert for notifying if a referral is created for a client
SAIS Batch Errors	Informational, for SAIS batch errors. Use the configuration set up to define the desired staff action. Example: "There are some errors in the SAIS batch submission related to your agency data. Please review and update as necessary."
Referrals In	Informational, for referrals in. Use the configuration set up to define the desired staff action. Example: "The Referrals are received for a client. Please review and accept referrals."
Consent Expiration	Informational, for the expiration of a client consent. Use the configuration set up to define the desired staff action. Example: "The consent has expired for the client. Please check if client is still in treatment at the provider and may require another consent."
Encounter Released to Billing	Alert for notifying if an encounter is released to billing
Encounter Creation	Alert for notifying if an encounter is created for a client.
Client Profile Creation	Alert for notifying if a client profile is created for a client
Voucher Creation	Alert for notifying when a referral voucher is created for a client
Discharge GPRA Creation	Alert for notifying if a discharge GPRA is created for a client.
Follow-up GPRA Creation	Alert for notifying if a follow-up GPRA is created for a client
Intake GPRA Creation	Alert for notifying if an intake GPRA is created for a client
Inactive Client GPRA Discharge	Alert for notifying if client is inactive and if Discharge GPRA must be conducted.
Client Intake Creation	Informational, for the creation of a client intake. Use the configuration set up to define the desired staff action. Example: "A Client appointment should be scheduled within 5 days of intake. Please schedule an appointment if you have not already done so."
Consent Creation	Informational, for the creation of a client consent. Use the configuration set up to define the desired staff action. Example: "The consent should be signed by the client within 10 days of creating the consent. Please secure the client's signature if you have not already done so."
Intake GPRA Interview	Alert based on the interview date of the intake GPRA interview.
Inactive Client	Indicates the active clients where there has not been an encounter for some period of time.

### ***Reporting updates:***

The WITS VMS application has several ATR reports implemented for program monitoring, client interviews, reminders and compliance. Some of these reports will have to be modified due to database changes to the GPRA tool. Also, these reports will need to clearly separate ATR-2 from ATR-3 dataset for grantees that are using WITS VMS for the two consecutive programs.

The CSAT monthly and quarterly report/financial data reporting are also available in the WITS VMS Reporting section. Updates will be implemented within these existing templates if changes are announced during the ATR-2010 program implementation phase.

WITS VMS will provide several pre-defined reports for measuring Outcomes and Waste Fraud and Abuse within ATR-3.

### ***Transition between ATR2 and ATR3***

ATR-2007 and ATR-2010 grantees that are using the WITS Voucher Management System for both programs need a way to support ATR2 and ATR3 GPRA together during the no cost extension period. It is critical for an efficient end of ATR-2 program and an effective start of the ATR-3 program that the system allows a clear distinction between ATR-2 and ATR-3 payor plans, business workflows, GPRA interviews, reports and simultaneous uploads to CSAT

***Enhance the ATR Fund Management screen:***

The WITS VMS ATR Fund Management screen is currently allowing the user to total the grant budget amount and to allocate general funds for Vouchers. With ATR3, this screen will be enhanced to allow the grantee to collect the yearly client target number and expenditure as well as the Administrative budget amount. This will allow the grantee to monitor the actual expenditure and make allocation decisions at the same time in one location.

***Assessments***

The WITS VMS supports the following assessments: Addiction Severity Index (ASI), Teenagers Addiction Severity Index (Teen-ASI), Addiction Severity Index Lite (ASI lite), Global Appraisal of Individual Needs (GAIN), Treatment Assignment Protocol (TAP), Adolescent Drug and Alcohol Diagnosis (ADAD). Any of these assessments for Adult and Adolescent can be enabled for the ATR-3 program.

***RSS Screening Tool***

The Recovery Support Services Questionnaire developed by SAMSHA and ASAM will be integrated to the WITS VMS for the ATR3 program. The latest version of that questionnaire has not been officially released yet. The WITS VMS will be updated when the tool becomes available.

***Client Satisfaction Survey***

With the ATR-3 program, a Client satisfaction survey will be implementing in the WITS VMS. The TOPSS-II survey, which is modified version of MHSIP for SA treatment, is the tool that will best fit the needs for the ATR program.

***Enhance the Service Summary Screen***

The Service Summary screen currently allows Case Managers to present a list, sorted by city, of Service Provider Agencies contracted to provide the services that an ATR client is eligible for. The client has the full choice about which provider agency he wants to receive services from. Improving the WITS VMS Service Summary screen would provide more details about Service Provider Agencies, and help the client in making a choice. The scoring of the client satisfaction survey could then be included in the detailed information about the agency.

**WITS VMS Application Maintenance and User Support*****Application Maintenance***

FEI will be providing the following services for the WITS VMS Application Maintenance:

- Provide guidance to the State for issues resolution to maintain a fully functioning WITS System
- Maintenance of State-specific Testing and Training and User Acceptance Test (UAT) environments
- Participation in all new development performed by other WITS customers (no-cost or low-cost implementation of enhancements paid for by other WITS customers)
- Sharing of bug fixes identified by other WITS customers
- All monthly releases and associated updates to WITS, including monthly code and database updates and release notes

- Participation in the WITS User Group and the associated decision-making process regarding future changes and enhancements in WITS
- Hardware and software maintenance 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
- 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
- Maintain a record of the activities related to repair or maintenance activities performed

### *User Support*

FEI will be responsible for performing Level 3 technical support. Help Desk Personnel can be contacted by the single point of contact at the state, via phone, email, or website. The Level 3 support individuals are responsible for handling all issues that are determined to be System problems/bugs. Level 3 is staffed by members of the product development team (FEI). The responsibilities of this Level are:

- Coordinate with Level-2 support to understand and further document all reported issues.
- Perform detailed analysis of the issue, working with the appropriate development team members when needed.
- Determine the appropriate course of action to mitigate the issue.
- Assign priority for bug fixes; assign enhancement requests to FEI Project Manager for quotes.

## ATTACHMENT B

Table 2 – Payment Schedule

<b>PAYMENT SCHEDULE</b>					
<b>Description</b>	<b>Percent</b>	<b>Deliverable Amount (Gross)</b>	<b>Holdback Amount -15%</b>	<b>Deliverable Net Amt (Less holdback)</b>	<b>Cumulative</b>
<b>Initial Implementation and Configuration of WITS Voucher System</b>					
Upon Delivery of base ATR System as Certified by RTI for all SAIS Uploads	10%	\$30,680	\$2,352	\$28,328	\$28,328
Requirements Sign off for Year 1 enhancements	10%	\$30,680	\$2,352	\$28,328	\$56,656
Deployment and Cutover to Production System of Year 1 Enhancements	10%	\$30,680	\$2,352	\$28,328	\$84,984
Delivery of Training and User Documentation for Year 1	10%	\$30,680	\$2,352	\$28,328	\$113,312
<b>Year 2 - WITS Voucher System</b>					
Requirements Sign off for Year 2 enhancements	10%	\$30,680	\$2,352	\$28,328	\$141,640
Deployment and Cutover to Production System of Year 2 Enhancements	10%	\$30,680	\$2,352	\$28,328	\$169,968
Delivery of Training and User Documentation for Year 2	0%				
<b>Year 3 - WITS Voucher System</b>					
Requirements Sign off for Year 3 enhancements	10%	\$30,680	\$2,352	\$28,328	\$198,296
Deployment and Cutover to Production System of Year 3 Enhancements	10%	\$30,680	\$2,352	\$28,328	\$226,624
Delivery of Training and User Documentation for Year 3	0%				
<b>Year 4 - WITS Voucher System</b>					
Requirements Sign off for Year 4 enhancements	10%	\$30,680	\$2,352	\$28,328	\$254,952
Deployment and Cutover to Production System of Year 4 Enhancements	10%	\$30,680	\$2,352	\$28,328	\$283,280
Delivery of Training and User Documentation for Year 4	0%				
Object and Source Code and associated Documentation	No charge	No charge	No charge	No charge	
	<b>Totals</b>	\$306,800	\$23,520	\$283,280	\$283,280
<b>Total Contract Price for Implementation (One Time Costs)</b>					<b>\$306,800</b>

- The holdback is payable upon successful completion of the 120 day warranty period.

<b>Table 3</b>					
<b>Hosting (Additional for ATR)</b>					
Year 1 (1/1/11 – 12/31/11)	100%	\$11,040	N/A	N/A	\$11,040
Year 2 (1/1/12 – 12/31/12)	100%	\$11,040	N/A	N/A	\$11,040
Year 3 (1/1/13 – 12/31/13)	100%	\$11,040	N/A	N/A	\$11,040
Year 4 (1/1/14 – 12/31/14)	100%	\$11,040	N/A	N/A	\$11,040
<b>Support and Maintenance (Additional for ATR)</b>					
Year 1 (1/1/11 – 12/31/11)	100%	\$51,000	N/A	N/A	\$51,000
Year 2 (1/1/12 – 12/31/12)	100%	\$51,000	N/A	N/A	\$51,000
Year 3 (1/1/13 – 12/31/13)	100%	\$51,000	N/A	N/A	\$51,000
Year 4 (1/1/14 – 12/31/14)	100%	\$51,000	N/A	N/A	\$51,000

<b>Table 4</b>					
<b>Hosting</b>					
Year 1 (1/1/11 – 12/31/11)	100%	\$ 44,000	N/A	N/A	\$ 44,000
Year 2 (1/1/12 – 12/31/12)	100%	\$ 44,000	N/A	N/A	\$ 44,000
Year 3 (1/1/13 – 12/31/13)	100%	\$ 44,000	N/A	N/A	\$ 44,000
Year 4 (1/1/14 – 12/31/14)	100%	\$ 44,000	N/A	N/A	\$ 44,000
<b>Support and Maintenance</b>					
Year 1 (1/1/11 – 12/31/11)	100%	\$ 119,952	N/A	N/A	\$ 119,952
Year 2 (1/1/12 – 12/31/12)	100%	\$ 195,215	N/A	N/A	\$ 195,215
Year 3 (1/1/13 – 12/31/13)	100%	\$ 195,215	N/A	N/A	\$ 195,215
Year 3 (1/1/13 – 12/31/13)	100%	\$ 204,975	N/A	N/A	\$ 204,975

**Total Contract Price for Hosting/Support/Maintenance Through 12/31/14**

**\$891,357**

**Future Years Support/Hosting/Maintenance**

Future increases in the price of hosting, support, and maintenance shall be capped at 5% per year.



## ATTACHMENT C

Table 2

Payment Milestones	Date	FY 11	FY 12	FY 13	FY 14
<b>State Fiscal Year 11</b>					
Delivery of base ATR System as Certified by RTI for all SAIS uploads	1/28/2011	\$ 28,328			
Requirements Sign off for Year 1 enhancements	1/28/2011	\$ 28,328			
Deployment and Cutover to Production System of Year 1 Enhancements	4/1/2011	\$ 28,328			
Delivery of Training and User Documentation for Year 1	2/1/2011	\$ 28,328			
Year 1 Hosting (Annual payment)	1/1/2011	\$ 11,040			
Year 1 Support and Maintenance (Annual payment)	1/1/2011	\$ 51,000			
Year 1 Holdback	upon acceptance	\$ 9,408			
<b>Subtotal FY11</b>		<b>\$ 184,760</b>			
<b>State Fiscal Year 12</b>					
Requirements Sign off for Year 2 enhancements	11/1/2011		\$ 28,328		
Deployment and Cutover to Production System of Year 2 Enhancements	2/1/2012		\$ 28,328		
Delivery of Training and User Documentation for Year 2	2/1/2012				
Year 2 Hosting (Annual payment)	1/1/2012		\$ 11,040		
Year 2 Support and Maintenance (Annual payment)	1/1/2012		\$ 51,000		
Year 2 Holdback	upon acceptance		\$ 4,704		
<b>Subtotal FY12</b>			<b>\$ 123,400</b>		
<b>State Fiscal Year 13</b>					
Requirements Sign off for Year 3 enhancements	11/1/2012			\$ 28,328	
Deployment and Cutover to Production System of Year 3 Enhancements	2/1/2013			\$ 28,328	
Delivery of Training and User Documentation for Year 3	2/1/2013			\$ -	
Year 3 Hosting (Annual payment)	1/1/2013			\$ 11,040	
Year 3 Support and Maintenance (Annual payment)	1/1/2013			\$ 51,000	

## ATTACHMENT C

Year 3 Holdback	upon acceptance			\$ 4,704
<b>Subtotal FY13</b>				<b>\$ 123,400</b>
<b>State Fiscal Year 14</b>				
Requirements Sign off for Year 4 enhancements	11/1/2013			\$ 28,328
Deployment and Cutover to Production System of Year 4 Enhancements	2/1/2014			\$ 28,328
Delivery of Training and User Documentation for Year 4	2/1/2014			\$ -
Year 4 Hosting (Annual payment)	1/1/2014			\$ 11,040
Year 4 Support and Maintenance (Annual payment)	1/1/2014			\$ 51,000
Year 4 Holdback	upon acceptance			\$ 4,704
<b>Subtotal FY14</b>				<b>\$ 123,400</b>
<b>GRAND TOTAL for years 1-4</b>			<b>\$</b>	<b>554,960</b>



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JI

DATE (MM/DD/YYYY)

12/14/10

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 The Insurance Exchange, Inc. 9713 Key West Avenue, Ste 401 Rockville, MD 20850 Joseph E. Brown	301-279-5500 301-330-1270	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: FEICO-1
INSURED FEI.COM, INC. QMX Support Services, Inc. Attn: Hilary Vieho 7175 Columbia Gateway Dr Ste A Columbia, MD 21046	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Hartford Underwriters Ins. Co. INSURER C: Hartford Fire & Ins INSURER D: INSURER E: INSURER F:	NAIC # 20281

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

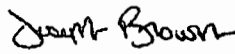
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

LINE	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35763901	04/11/10	04/11/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Bon. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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		42UECUD3185	04/11/10	04/11/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$		79798493	04/11/10	04/11/11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	42WECNJ5635	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		35763901	04/11/10	04/11/11	2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

FEISTA3  State of New Hampshire Dept. of Health & Human Svcs. Attn: Commissioner 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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WITH SEAL

CERTIFICATE OF VOTE

I, Jiao Zhong Gu, of FEI.com, Inc, do hereby certify that:

1. I am the duly elected President of the FEI.com, Inc Board of Directors;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 2, 2009;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Sr. Vice President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Rodney E. Conrad is the duly elected Sr. Vice President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of January 3, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 3rd day of January, 2011.



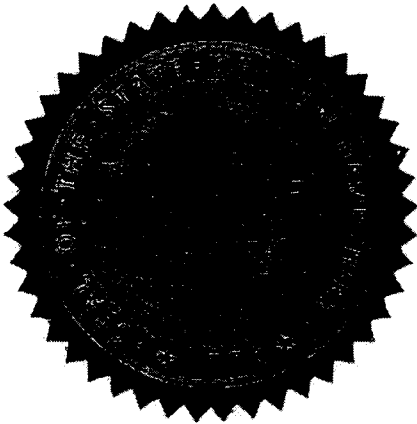
\_\_\_\_\_  
President

(CORPORATE SEAL)

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 FEI.Com, Inc., a(n) Maryland corporation, is authorized to transact business in New Hampshire and qualified on April 19, 2010. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17<sup>th</sup> day of December, A.D. 2010

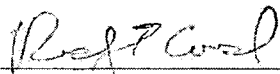
A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT MANAGEMENT SYSTEM  
CONTRACT AMENDMENT A

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.

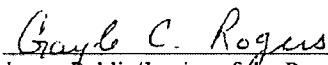
  
\_\_\_\_\_  
Rodney E. Conrad, Sr. Vice President  
FEI.Com, Incorporated

Date: 1/3/11

Corporate Signature Notarized:  
STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL

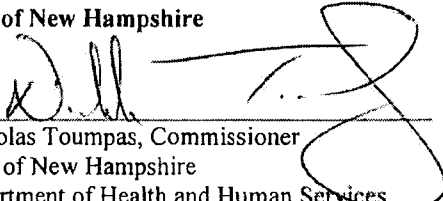
On this the 3RD day of JANUARY, 200  , before me, GAYLE C. ROGERS, the undersigned Officer NOTARY PUBLIC, personally appeared and acknowledged ~~he~~/himself to be the SR. VICE PRESIDENT, of FEI.com, INC, a corporation, and that ~~she~~/he, as such SR VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~her~~/himself as RODNEY E. CONRAD.

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

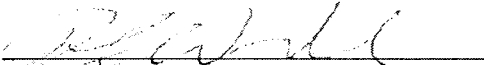
My Commission Expires: 11/10/2014

(SEAL)

State of New Hampshire  
  
\_\_\_\_\_  
Nicholas Toumpas, Commissioner  
State of New Hampshire  
Department of Health and Human Services

Date: 1/5/11

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice  
Rebecca Warden, Assistant Attorney General

Date: 1/5/11

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT MANAGEMENT SYSTEM  
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2010-035, on August 11, 2010, Item #LATE ITEM A (herein after referred to as the "Agreement"), FEI.com Inc. ("FEI") of Columbia, MD (hereinafter referred to as "Vendor") agreed to supply certain services for the Web Infrastructure for Treatment Services Software (WITS) in accordance with 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") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *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 add Deliverables for an Access to Recovery (ATR) Voucher Management System (VMS) to the Statement of Work;

WHEREAS, the Department wishes to extend the contract expiration date from December 31, 2013 to December 31, 2014;

WHEREAS, the Department wishes to increase the Contract price by \$803,935.00, increasing the total contract price from \$1,094,566.00 to \$1,898,501.00.

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. Amend Section 1.7 of the Statement of Work – Contract Agreement by changing the Completion Date to December 31, 2014.
2. Amend Section 1.8 of the Statement of Work – Contract Agreement by increasing the Price Limitation by \$803,935.00 from \$1,094,566.00 to \$1,898,501.00.
3. The Scope of Work of the Agreement is further amended as described in Table 1:

Table 1

Contract #2010-035 Scope of Work Section Number	AMENDED TEXT
Statement of Work Section 10	Delete Section 10 Change Orders, and replace with the following:  <b>10. CHANGE ORDERS</b> The State may make changes or revisions at any time by written Change Order. Within five (5) business days of FEI's receipt of a Change Order, FEI shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.  FEI 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 FEI's requested Change Order within five (5) business days.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT MANAGEMENT SYSTEM  
CONTRACT AMENDMENT A

	<p>The State, including but not limited to the Department of Health and Human Services and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.</p> <p>All Change Order requests from FEI to the State, and the State acceptance of FEI's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.</p>																						
<p><b>Exhibit A</b></p>	<p>Add the following ATR Voucher Management System requirements to Exhibit A Section 1: <i>Deliverables, Milestones, and Activities</i>.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">72.</td> <td>Renewal of Year 4 Annual Hosting Services 1/1/14 – 12/31/14</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>ATR Voucher Management System Requirements</b></td> </tr> <tr> <td>73.</td> <td>FEI shall provide the ATR Voucher Management System (ATR VMS) to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Attachment A: Statement of Work.</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Base ATR Functionality</b></td> </tr> <tr> <td>74.</td> <td>FEI ATR experts will guide the state through critical Federal Access to Treatment (ATR3) grant decision-making and provide program consultation.</td> </tr> <tr> <td>75.</td> <td>FEI shall provide assistance with the RTI technical readiness review, as requested by the state.</td> </tr> <tr> <td>76.</td> <td>FEI shall ensure that the base NH WITS system meets system certification for Service Accountability Improvement System (SAIS) uploads with RTI, prior to go-live. This will include the upload of Government Performance and Results Act (GPRA) data, Voucher Information, and Voucher Transactions, as required by the grant.</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>New Functionality</b></td> </tr> <tr> <td>77.</td> <td>FEI will perform a gap analysis, reviewing base WITS ATR functionality and noting areas where the system must be modified to meet the business requirements of the NH ATR program.</td> </tr> <tr> <td>78.</td> <td>           Configuration items – specific examples of items to be done for NH WITS, based on the GAP           <ul style="list-style-type: none"> <li>a. Changes to the intake screen</li> <li>b. Changes to the encounter screen</li> <li>c. Menu item changes (e.g., hide admission and discharge)</li> <li>d. Business rules regarding completion of an assessment in an ATR intake</li> <li>e. ASAM Screen and Recovery plan with recovery check up</li> <li>f. Payor plan client lifetime cap, client service lifetime cap and contract monthly cap</li> <li>g. Allow referral from an ATR program to a non-ATR program</li> <li>h. Default close date of voucher to 60 days</li> <li>i. Partial automation of the provider and payor billing process</li> <li>j. Fee determination – turn on (MOP)</li> <li>k. Enable auto-population of GPRA discharge from GPRA follow up</li> <li>l. Potential enabling of ability for Care Coordinator to view the encounter service detail from providers</li> <li>m. Enable GAIN SS and potentially the RSS screener</li> </ul> </td> </tr> <tr> <td>79.</td> <td>Enhancements</td> </tr> </table>	72.	Renewal of Year 4 Annual Hosting Services 1/1/14 – 12/31/14	<b>ATR Voucher Management System Requirements</b>		73.	FEI shall provide the ATR Voucher Management System (ATR VMS) to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Attachment A: Statement of Work.	<b>Base ATR Functionality</b>		74.	FEI ATR experts will guide the state through critical Federal Access to Treatment (ATR3) grant decision-making and provide program consultation.	75.	FEI shall provide assistance with the RTI technical readiness review, as requested by the state.	76.	FEI shall ensure that the base NH WITS system meets system certification for Service Accountability Improvement System (SAIS) uploads with RTI, prior to go-live. This will include the upload of Government Performance and Results Act (GPRA) data, Voucher Information, and Voucher Transactions, as required by the grant.	<b>New Functionality</b>		77.	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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT MANAGEMENT SYSTEM  
CONTRACT AMENDMENT A

	<ul style="list-style-type: none"> <li>a. Populate the ASI with the intake GPRA</li> <li>b. Payment file for NH First</li> <li>c. Request for change of services/units on an existing voucher, including provider feedback at end of service provision</li> <li>d. Develop ability for various case management agencies to have a variety of actions, such as creation of local vouchers, creation of referred vouchers, etc.</li> <li>e. Alerts – if the client has used RSS services but not the vouched TX services, need to alert the care coordinator, as well as the state.</li> </ul>
80.	All required functionality will be documented; requirements will be delivered to the state and reviewed with state representatives, then modified as appropriate.
81.	According to approved requirements, FEI will design and develop enhancements to support the ATR program in NH.
82.	Enhancements will be fully tested according to the contract, then FEI will provide support to NH officials regarding their UAT of all deliverables.
83.	FEI will deploy enhancements to the NH WITS production site as approved by the state through the UAT process.
84.	FEI will provide user training and documentation for the WITS ATR process and functionality.
85.	FEI will continue to provide support, maintenance and hosting according to contract guidelines.
86.	<p>FEI will update the SQL Server Reporting Services (SSRS) ad-hoc reporting system with new reports to assist the state in managing the ATR3 grant, as well as providing SSRS entities for the new ATR3 enhancements.</p> <ul style="list-style-type: none"> <li>a. QA reporting: Look at any clients receiving services simultaneously from block grant and ATR funds, show services being offered.</li> <li>b. Fiscal Year-end Billing reconciliation: Shows the EOB transaction and service dates, so payment folks know what \$ amount should be paid out of which fiscal year</li> <li>c. A/P Audit report: subscribed SSRS report for a/p staff, showing the claims within each invoice, but with de-identified data. Sent weekly with payment file.</li> <li>d. QA reports showing care coordinator referrals to providers, services authorized, units authorized per client. These reports are designed to help with fraud, waste and abuse monitoring required under the ATR grant.</li> </ul>
	<b>General Requirements</b>
87.	The basic tenets of the overall contract will be met, in terms of state and contractor responsibilities, duties, performance and conditions.
88.	ATR3 is a 4 year grant. It is expected that each year the state will have new changes or enhancements it would like to add to the system. These will be discussed, documented and programmed according to the above process and according to the available budget. FEI will provide user training and documentation annually.
89.	Full user documentation will be delivered after the initial enhancements are

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
CONTRACT 2010-035 STATE OUTCOMES MEASUREMENT MANAGEMENT SYSTEM  
CONTRACT AMENDMENT A

	completed; this will be updated annually as new enhancements are added.
	90. FEI will provide support regarding the system, as well as SAIS uploads, and technical system assistance regarding the grant program throughout the life of the grant, as needed by the state.
	91. Training for year one is expected to be more intensive than in other years. In year one, FEI is proposing 4 onsite sessions, broken into 2, 2-day sessions, and four web-ex follow up sessions for ATR functionality. Training will follow a Train-the Trainer methodology.
<b>Exhibit B Section 1.1</b>	Delete the following language from Section 1.1 <i>Firm Fixed Price</i> :  <b>1.1 Firm Fixed Price</b> This is a Firm Fixed Price (FFP) Contract totaling \$1,094,566 for the period between the Effective Date through December 31, 2013. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:  And replace with: <b>1.1. Firm Fixed Price</b>  This is a Firm Fixed Price (FFP) Contract totaling \$1,898,501.00 (\$1,343,541.00 for the reporting system and \$554,960.00 for the Voucher System) for the period between the Effective Date through December 31, 2014. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:
<b>Exhibit B Section 1.1</b>	Add Table 2 "Payment Schedule" to Section 1.1 <i>Firm Fixed Price</i> as specified in Attachment B.
<b>Exhibit B Section 1.1</b>	Add ATR VMS hosting and support and maintenance table, Table 3, as specified in Attachment B.
<b>Exhibit B Section 1.1</b>	Delete the existing Hosting and support and maintenance table and replace with Table 4, as specified in Attachment B.
<b>Exhibit B Section 2</b>	Delete the following language from Section 2 <i>TOTAL CONTRACT PRICE</i> : <b>2. TOTAL CONTRACT PRICE</b> 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 \$1,094,566 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI 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.  And replace with:  <b>2. TOTAL CONTRACT PRICE</b> 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 \$1,898,501.00. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
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CONTRACT AMENDMENT A

	all fees and expenses, of whatever nature, incurred by FEI 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.																								
<b>Exhibit B Section 2</b>	Add Table 2 "Payment Milestones" to Section 2 <i>TOTAL CONTRACT PRICE</i> as specified in Attachment C.																								
<b>Exhibit I Section 7</b>	Add the following preliminary Work Plan for the ATR3 Grant Project:  <b>High Level Preliminary NH Project Plan (ATR3)</b> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Task Name</th> <th>Duration (days)</th> <th>Start</th> <th>Finish</th> </tr> </thead> <tbody> <tr> <td>Initial system configuration, certification testing, gap analysis and requirements/rule gathering for ATR3 program; deployment of working voucher management system</td> <td>19</td> <td>1/28/2011</td> <td>2/15/11</td> </tr> <tr> <td>Year 1 Requirements documentation, design, development, testing and implementation; user training; additional year 1 enhancements</td> <td>63</td> <td>1/28/2011</td> <td>4/1/2011</td> </tr> <tr> <td>Year 2 Requirements documentation, design, development, testing and implementation; user training</td> <td>180</td> <td>7/1/2011</td> <td>1/1/2012</td> </tr> <tr> <td>Year 3 Requirements documentation, design, development, testing and implementation; user training</td> <td>180</td> <td>7/1/2011</td> <td>1/1/2013</td> </tr> <tr> <td>Year 4 Requirements documentation, design, development, testing and implementation; user training</td> <td>180</td> <td>7/1/2011</td> <td>1/1/2014</td> </tr> </tbody> </table>	Task Name	Duration (days)	Start	Finish	Initial system configuration, certification testing, gap analysis and requirements/rule gathering for ATR3 program; deployment of working voucher management system	19	1/28/2011	2/15/11	Year 1 Requirements documentation, design, development, testing and implementation; user training; additional year 1 enhancements	63	1/28/2011	4/1/2011	Year 2 Requirements documentation, design, development, testing and implementation; user training	180	7/1/2011	1/1/2012	Year 3 Requirements documentation, design, development, testing and implementation; user training	180	7/1/2011	1/1/2013	Year 4 Requirements documentation, design, development, testing and implementation; user training	180	7/1/2011	1/1/2014
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Table 2 Contract 2010-035 DHHS State Outcomes Measurement and Management System

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2010-035	Original Contract	8/10/10 Late Item A	\$1,094,566.00
2010-035 Amendment A	First Amendment	Upon G&C Approval	\$ 803,935.00
	<b>CONTRACT TOTAL</b>		<b>\$1,898,501.00</b>

Original



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

July 21, 2010

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

Approved by: G+C  
Date: 8/11/10  
Item No.: LATE ITEM A  
Contract No.: 1010373

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services, to enter into a sole source agreement with FEI.com Inc. (FEI) (Vendor #208991 B001) of 8930 Old Annapolis Road, Suite C, Columbia, MD 21045, to provide the Bureau of Drug and Alcohol Services (BDAS) with the Web Infrastructure for Treatment System (WITS) software at no cost, and develop and implement modifications to the software as specified by BDAS, and provide hosting and maintenance for the price indicated in this submittal, to be effective date of Governor and Council approval through December 31, 2013, in an amount not to exceed \$1,094,566.00. Funds are available in the following accounts for SFY 2011 and are anticipated to be available in SFY 2012 and 2013 depending upon the availability and continued appropriations of funds in the future operating budgets.

05-95-95-958410-5368 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
COMMISSIONER, DCBCS TREATMENT & PREVENTION, WORKFORCE DEVELOPMENT

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2011	103-502664	Contracts for Op Svc	95845368	\$147,591.00
SFY 2012	103-502664	Contracts for Op Svc	95845368	\$0.00
SFY 2013	103-502664	Contracts for Op Svc	95845368	\$0.00
			Sub-Total	\$147,591.00

05-95-95-958410-5369 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL EDUCATION PROGRAM

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2011	103-502664	Contracts for Op Svc	95845369	\$293,588.00
SFY 2012	103-502664	Contracts for Op Svc	95845369	\$0.00
SFY 2013	103-502664	Contracts for Op Svc	95845369	\$0.00
			Sub-Total	\$293,588.00

05-95-95-958410-5376 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
 COMMISSIONER, DCBCS TREATMENT & PREVENTION, NATIONAL OUTCOMES MEASURES-SYNE

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2011	103-502664	Contracts for Op Svc	95845376	\$39,302.00
SFY 2012	103-502664	Contracts for Op Svc	95845376	\$374,870.00
SFY 2013	103-502664	Contracts for Op Svc	95845376	\$239,215.00
			Sub-Total	\$653,387.00
			Total	\$1,094,566.00

**EXPLANATION**

This agreement with FEI will enable BDAS to replace its outdated and increasingly compromised data system with the WITS software that will provide a customizable alcohol and other drug abuse treatment data reporting system along with an electronic health record to be used by BDAS and its treatment contractors.

BDAS is required to submit various data to the federal Substance Abuse and Mental Health Services Administration (SAMHSA). SAMHSA's mission is to reduce the impact of substance abuse and mental illness on America's communities. In return for tracking data, BDAS receives a block grant of approximately \$6.6 million. The data submitted to SAMSHA includes National Outcome Measures (NOMS) such as rates of abstinence at discharge from treatment, reductions in criminal activity, level of post treatment recovery support etc. The current data system is no longer able to reliably report all of the required NOMS. The system is more than 20 years old and had been developed by staff who are no longer with the Bureau. Attempts to repair and modify the system have been unsuccessful. Further, the current system is incapable of supporting an electronic health record, which is an important evidence based practice necessary to help ensure quality and performance of BDAS treatment contractors. Failure to implement a new data/electronic health record system will jeopardize continued funding from SAMHSA, which represents a major portion of the funds used to treat alcohol and other drug abusing and dependent individuals.

This contract is sole source because there are no known viable alternatives to the implementation of WITS. WITS is the only readily available system sanctioned and developed expressly for individual state NOMS reporting requirements. SAMHSA originally funded the development of the WITS software by FEI, therefore the application meets established national standards for the tracking and reporting of drug and alcohol treatment. The intent was to create a data and electronic record system utilizing federal funds that could be made available to individual states at no cost other than that incurred for necessary individual modifications, implementation, training, hosting, and maintenance. Now in the public domain, the result is a standard that is consistent among participating states, meeting both SAMHSA's and individual state's needs.

Users of the WITS application have formed the WITS Collaborative Partnership, which currently includes several states and a number of localities (approximately 23 in all) utilizing the WITS solution. As a member of the Collaborative, BDAS will pay no licensing fees and will actually own a copy of the software code. Modifications to the software are funded by Collaborative members but are distributed, without cost, to the entire membership for their own implementation. This business model is designed to share the costs of implementation of future modifications on an equitable cost-sharing basis thus potentially reducing the individual costs of future development for all members.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
July 21, 2010  
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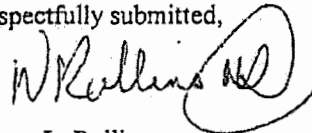
To assist states in their compliance with SAMHSA reporting requirements, SAMHSA funded private consulting firm, Research Triangle Institute (RTI), to perform a "needs analysis" for the State of New Hampshire resulting in a determination of the best, most cost effective, solution for BDAS's information system needs. Through this analysis and in consultation with RTI, BDAS was able to determine that the WITS Collaborative offers the most cost effective solution to meet BDAS needs. Because this software was developed by FEI, the cost of modifications would be substantially less than what could be offered by other vendors. FEI's intimate familiarity with the highly complex code over the course of many years of development and implementations provides an obvious advantage over other firms who would not have that degree of knowledge and experience with the software.

The geographic area to be served is statewide.

Source of Funds is 44% Other (Client Fees) Funds and 56% Federal Funds.

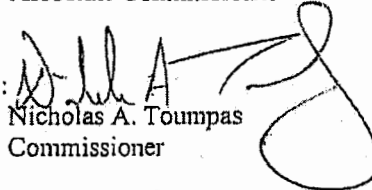
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/lc





**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/doiit](http://www.nh.gov/doiit)

**Peter C. Hastings**  
*Interim Commissioner*

July 30, 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 agency's request enter into Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035.

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Drug & Alcohol Services, to enter into an agreement with FEI.com Inc. to provide the Bureau of Drug and Alcohol Services (BDAS) with the Web Infrastructure for Treatment System (WITS) software at no cost, develop and implement modifications to the software as specified by BDAS, and provide hosting and maintenance, to be effective date of Governor and Council approval through December 31, 2013, in an amount not to exceed \$1,094,566.00.

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

Sincerely,

Peter C. Hastings

PCH/ltm  
RFP 2010-035  
RID #9277



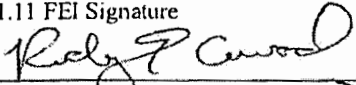
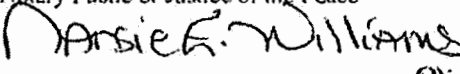


**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
CONTRACT AGREEMENT**

(01/09)

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

**GENERAL PROVISIONS**

1.1 State Agency Name Department Of Health And Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 125 Pleasant Street Concord, NH 03301	
1.3 FEI Name FEI.COM, Inc.		1.4 FEI Address 7175 Columbia Gateway Drive, Suite A Columbia, MD 21046	
1.5 FEI Phone Number 443-270-5100	1.6 Account Number See Attached	1.7 Completion Date December 31, 2013	1.8 Price Limitation \$1,094,566
1.9 Contracting Officer for State Agency Nicholas A. Toumpas, Commissioner		1.10 State Agency Telephone Number 603-271-4331	
1.11 FEI Signature 		1.12 Name & Title of FEI Signatory Rodney E. Conrad - Sr. Vice President	
1.13 Acknowledgement: State of <u>MD</u> , County of <u>Baltimore</u> On <u>13th July 2010</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]  ex. 3/1/2011			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signatory	
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: _____			
1.18 Approval by the Governor & Council By: _____ On: _____			

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
STATEMENT OF WORK

**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.
Agreement	A contract duly executed and legally binding.
BDAS	Bureau of Drug and Alcohol Services
BGR	University of Maryland Bureau of Government Research
CEDS	Client Event Data Set (New Hampshire reporting database)
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.
CIS	Client Information System
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and FEI.com, Inc, 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 Section 4: <i>Contract Management</i> )

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
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Core Software	The proprietary Software co-authored, co-developed, and co-owned by FEI, the University of Maryland Bureau of Governmental Research ("BGR"), and the WITS Collaborative Partnership prior to the Effective Date which provides "core" functionality to and is integral in the use and operation of the Licensed Software.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
Custom Developed Modules	One or more Developed Modules created by FEI for the State pursuant to this Contract.
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
DCBCS	Division of Community Based Care Services
Deficiencies	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency – Software</b> - Critical, does not allow System to operate, no work around, demands immediate action; <b>Written Documentation</b> - missing significant portions of information or unintelligible to State; <b>Non Software</b> - Services were inadequate and require re-performance.</p> <p><b>Class B Deficiency – Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <b>Written Documentation</b> - portions of information are missing but not enough to make the document unintelligible; <b>Non Software</b> - Services were deficient, require reworking, but do not require re-performance.</p> <p><b>Class C Deficiency – Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <b>Written Documentation</b> - minimal changes required and of minor editing nature; <b>Non Software</b> - Services require only minor reworking and do not require re-performance.</p>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
STATEMENT OF WORK

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.
Developed Modules	One or more pieces of Software created by Licensor at the request of one or more third parties (including but not limited to FEI and BGR) which, when used with the Core Software, add functionality and utility to the Core Software.
Development Phase	The phase of the Contract during which a new module or functionality is being programmed; preceded by requirements gathering and followed by testing.
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.
Executable Form	The compiled version of the Software that is in a state that can be understood by the computer or other computer programs, and can be executed to perform an expected result.
FEI	FEI.com, Inc.
FEI Proposal	State Outcomes Measurement and Management System, Information Technology Technical Assistance for the State of New Hampshire, Bureau of Drug and Alcohol Services, dated September 27, 2009
Firm Fixed Price Contract	A Contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of FEI's cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Future Developed Modules	Developed Module(s) not in existence as of the Effective Date but which come into existence at some future date.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for

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	processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
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.
Level 1 Support	<p>The first line of support; often referred to as the Help Desk. This function is performed by a designated person within each agency or facility who can perform the following responsibilities:</p> <ul style="list-style-type: none"> <li>• Be available to answer user calls during normal operation hours.</li> <li>• Have a solid understanding of WITS screens, business rules and process. Be able to help users with any usability issue that is covered in either training manuals or user and System Documentation.</li> <li>• Help with forgotten passwords, hardware connectivity, internet access and basic computer usability issues.</li> <li>• Perform all new user and program set ups within a facility; facility set ups within an agency.</li> <li>• Document all issues that are reported, and see the issue through to resolution.</li> <li>• Interface with Level-2 support when issues cannot be resolved at the Level-1 level.</li> </ul> <p>The Level 1 Support Individual will ideally be located on site with users. He or she may be a clinician or an administrative staff member. Personnel within the State's provider network shall be trained to provide this to their users.</p>
Level 2 Support	Level 2 is the next line of support, provided by individuals responsible for handling any calls that Level 1 staff does not have the knowledge or technical ability to handle. Level 2 support is assembled with one or more users who have a greater level of technical knowledge regarding the System than do the Level 1 staff. These individuals should understand how the System works from a user perspective (technical) as well as how the System is to be used by the users (functional). The



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	<p>responsibilities of this Level are:</p> <ul style="list-style-type: none"> <li>• Be available during business hours to answer calls from Level 1 (Help Desk) support.</li> <li>• Investigate the issues in more detail and determine whether the issue is a System problem (bug), configuration issue (enhancement), or a user training issue.</li> <li>• Work with Level 1 support if the issue is a training or System setup issue.</li> <li>• Work with Level 3 support if the issue is a System problem or bug, or potential enhancement.</li> </ul> <p>This level of support should be handled by a select group of individuals within the user constituency. They can be located centrally, or dispersed. It is not necessary to have one at each location using the application. State personnel shall be trained to provide this support to their provide network and other State users.</p>
Level 3 Support	<p>Level 3 support is provided by individuals responsible for handling all issues that are determined to be System problems/bugs. Level 3 is staffed by members of the product development team (FEI). The responsibilities of this Level are:</p> <ul style="list-style-type: none"> <li>• Coordinate with Level-2 support to understand and further document all reported issues.</li> <li>• Perform detailed analysis of the issue, working with the appropriate development team members when needed.</li> <li>• Determine the appropriate course of action to mitigate the issue.</li> <li>• Assign priority for bug fixes; assign enhancement requests to FEI Project Manager for quotes.</li> </ul> <p>Designated State personnel shall be authorized to contact FEI by phone or email for this support.</p>
Licensed Software	<p>The executable Software application known as the Web Infrastructure for Treatment Services Systems ("WITS"), consisting of the Core Software, Developed Modules (as listed on <u>Schedule A</u>), Future Developed Modules (as applicable), and other modifications to the Licensed Software from time to time made by Licensor and not related to the addition of enhancements to the Software which are not necessary to the basic functions of, and which are not related to the repair of bugs or errors in, the Software.</p>
NH	New Hampshire

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NOMS	National Outcome Measures
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 <sup>th</sup> , 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 FEI to begin work on the Contract on a given date and time.
Object Code	The compiled version of the source code.
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 Managers	The persons identified in SOW Section 4: <i>Contract Management</i> .
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.
Proposal	FEI’s written proposal - State Outcomes Measurement and Management System, Information Technology Technical Assistance for the State of New Hampshire, Bureau of Drug and Alcohol Services,” dated September 27, 2009

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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.
RTI	RTI International
SAMHSA	Substance Abuse and Mental Health Administration
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 FEI on the Project as described in the Contract.
Software	Web Infrastructure for Treatment Services Software provided by FEI under the Contract
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total System, which includes, without limitation, Software, hardware, and Services, addressing the requirements and terms of the Specifications.
SOMMS	State Outcomes Measurement and Management System
Source Code	All associated computer program files in its original programming language before translation into object code usually by a compiler.
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.
SSN	Social Security Number
State	STATE is defined as: State of New Hampshire, Department of Health and Human Services 125 Pleasant Street

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	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.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> 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.
TEDS	Treatment Episode Data Set
Term	Period of the Contract from the Effective Date through December 31, 2013.
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.
Transition Services	Services and support provided when the contracted Vendor is supporting System changes.
UAT	User Acceptance Test
UCI	Unique Client Identifier

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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.
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	That period following Acceptance of a work product during which the FEI shall provide Warranty Services/support to the State, for the operation of the entire System, at no charge, subject to any extensions for defect correction of approved delivered modules, changes or enhancements. The Warranty Period shall commence upon successful completion of User Acceptance Testing and shall continue for the duration of the Contract including extensions.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided during the Warranty Period.
WITS	Web Infrastructure for Treatment Services Software
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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**IT Security Terms:**

<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
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
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization
Role / Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization

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This Contract is by and between the State of New Hampshire, acting through the Department of Health and Human Services ("State"), and FEI.com, Inc ("FEI"), having its principal place of business at 7175 Columbia Gateway Drive, Suite A, Columbia, MD 21046.

The New Hampshire Bureau of Drug and Alcohol Services ("BDAS") within the Division of Community Based Care Services ("DCBCS"), within the Department of Health and Human Services ("DHHS") oversees all publicly funded substance abuse treatment services in New Hampshire. BDAS holds contracts with 23 providers statewide, and is responsible for the collection and reporting of the Treatment Episode Data Set ("TEDS") and National Outcomes Measures ("NOMs") data to the federal Substance Abuse and Mental Health Services Administration (SAMHSA). This data is currently housed in and reported out of the Client Event Data Set ("CEDS"), a Microsoft Access database maintained at State offices. CEDS paper forms are filled out by the providers for each client Admission and Discharge, then sent monthly to a State data entry person to key the data into CEDS Microsoft Access Forms. The manual recording and entry of data into the CEDS system can cause a delay in timely submission of TEDS/NOMs data, and does not provide the State with additional functionality and reporting that it needs to measure outcomes, as well as monitor performance and best practices.

In an effort to move to a web-based reporting system for TEDS/NOMs data, BDAS received support from the Research Triangle Institute ("RTI"), which is a SAMHSA contractor, to develop a detailed analysis and plan for migrating State Data as well as developing State-specific functionality for the Web Infrastructure for Treatment Services ("WITS") System. FEI.com (FEI) was subcontracted to perform this requirements analysis for New Hampshire, and this Contract shall engage FEI to implement the WITS System.

**RECITALS**

The State desires to have FEI provide the Web Infrastructure for Treatment Services Software System, and associated Services for the Department of Health and Human Services;

FEI wishes to provide the Web Infrastructure for Treatment Services Software System and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

- a. 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

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- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Requirements- FEI 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 FEI Proposal, incorporated herein by reference
- p. Exhibit O Certificates and Attachments
- q. Amendment
- R.

**1.2 Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions*, as stated in Sections 11 through 13 of this Statement of Work.
- b. State of New Hampshire, Health and Human Services Contract 2010-035.
- c. The FEI Requirements Document, dated June 24, 2009.

**1.3 Non-Exclusive, Firm Fixed Price Contract**

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

The State may, at its discretion, retain other vendors to provide Services or Deliverables procured under this Contract. FEI shall not be responsible for any delay, act, or omission of such other vendors, except that FEI shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of FEI.

**2. CONTRACT TERM**

**2.1 Term**

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

The Contract shall begin on the Effective Date and extend through December 31, 2013. The Term may be extended for two (2) additional periods of three (3) 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 December 31, 2018.

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



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

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

### 3. COMPENSATION

#### 3.1 Contract Price

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

### 4. CONTRACT MANAGEMENT

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

#### 4.1 FEI Contract Manager

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

Name: David Holtzapple  
Title: Contracts Manager  
Address: 7175 Columbia Gateway Drive, Ste A, Columbia MD 21046  
Tel#: (443) 270-5104  
FAX#: (410) 715-6538  
eMail: [dholtzapple@feinfo.com](mailto:dholtzapple@feinfo.com)

#### 4.2 FEI Project Manager

##### 4.2.1 Contract Project Manager

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

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- 4.2.2 FEI Project Manager shall have full authority to make binding decisions under the Contract, and shall function as FEI's representative for administrative and management matters. FEI's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. FEI's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. FEI's Project Manager must work diligently and use his/ her best efforts on the Project. FEI's Project Manager must be qualified to perform the obligations required of the position under the Contract.
- 4.2.3 FEI shall not change its assignment of FEI Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of FEI's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than FEI 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. FEI shall assign a replacement FEI Project Manager within ten (10) business days of the departure of the prior FEI Project Manager, and FEI shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim FEI Project Manager.
- 4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare FEI in default and pursue its remedies at law and in equity, if FEI fails to assign a FEI Project Manager meeting the requirements and terms of the Contract.
- 4.2.5 The FEI Project Manager is:

Marion Sarhy  
Project Manager  
7175 Columbia Gateway Drive, Suite A  
Columbia, MD 21046  
TEL: 443-270-5119  
FAX #: (410) 715-6538  
eMail: msarhy@feinfo.com

#### 4.3 FEI Key Project Staff

- 4.3.1 FEI shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the Contract Documents. The State may conduct reference and background checks on

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FEI Key Project Staff. The State reserves the right to require removal or reassignment of FEI's 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 FEI shall not change any FEI Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of FEI Key Project Staff will not be unreasonably withheld. The replacement FEI Key Project Staff shall have comparable or greater skills than FEI Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in the Contract Documents 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 FEI in default and to pursue its remedies at law and in equity, if FEI fails to assign Key Project Staff meeting the requirements and terms of the Contract.

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

**FEI's Key Project Staff:**

<u>Key Member(s)</u>	<u>Title</u>
Shawn Hutton	Senior System Architect
Ryan White	Database Analyst
Lee Keitz	Support Manager

**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:

James P. Shanclaris  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
125 Pleasant Street  
Concord, NH 03301  
TEL: (603) 271-5564  
EMAIL: [jshanclaris@dhhs.state.nh.us](mailto:jshanclaris@dhhs.state.nh.us)

**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;

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- b. Engaging and managing all team members;
- 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:

John Sweeney  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
125 Pleasant Street  
Concord, NH 03301  
TEL: (603) 271-7369  
EMAIL: [john.r.sweeney@dhhs.state.nh.us](mailto:john.r.sweeney@dhhs.state.nh.us)

**4.6 State Meetings and Reports**

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

FEI Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract. These meetings, unless otherwise noted, will be held by phone or web-conference.

**Introductory Meeting:** Participants will include FEI Key Project Staff and State personnel from both DHHS and the Department of Information Technology ("DoIT"). This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

**Kickoff Meeting:** Participants will include the FEI Project Manager and other FEI team members deemed critical by FEI, NH Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow. This meeting may be held on site in New Hampshire.

**Status Meetings:** Participants will include, at the minimum, the FEI Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly. A status and error report from FEI shall serve as the basis for discussion.

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

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

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

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

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

FEI 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, FEI 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**

FEI 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 *FEI Records Retention*.

FEI 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. FEI and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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expiration of the appeal period. FEI 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 FEI's cost structure and profit factors shall be excluded from the State's Review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4.9 Accounting Requirements**

FEI shall maintain an accounting system in accordance with generally accepted accounting principles (GAAP). 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 FEI Project Manager and FEI 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**

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

**5.2 Non-Software and Written Deliverables Review and Acceptance**

After receiving written Certification from FEI 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 FEI in writing of its Acceptance or rejection of the Deliverable within ten (10) business days of the State's receipt of FEI's written Certification. If the State rejects the Deliverable, the State shall notify FEI of the nature and class of the Deficiency and FEI shall correct the Deficiency within the period identified in the Work Plan. If no period for FEI's correction of the Deliverable is identified, FEI 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 FEI of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If FEI fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require FEI to continue until the Deficiency is corrected, or immediately terminate the Contract, declare FEI in default, and pursue its remedies at law and in equity.

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FEI shall not be held responsible for any delay in Deliverables caused by the State's inability to determine desired functionality or approve deliverables according to the Work Plan schedule.

**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 Software and Documentation**

FEI shall provide the State with Web Infrastructure for Treatment Services Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**6.2 Software Hosting, Support and Maintenance**

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

**6.3 Custom Software and Documentation**

FEI shall provide the State with Custom Software as set forth under the Contract, subject to the License set forth in SOW Section 11: *Intellectual Property*, and Exhibit J: *WITS Master Licensing Agreement*.

**6.4 Software Hosting, Support and Maintenance**

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

**7. WARRANTY**

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

**8. SERVICES**

FEI 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**

FEI 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**

FEI 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**

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

**8.4 Training Services**

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

**8.5 Hosting, Maintenance and Support Services**

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

**9. WORK PLAN DELIVERABLE**

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

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

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve FEI from liability to the State for damages resulting from FEI's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule. In the event of any delay in the Schedule, FEI must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of FEI or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by FEI to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on



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a day-to-day basis to the extent that the delay does not result from FEI's failure to fulfill its obligations under the Contract.

**10. CHANGE ORDERS**

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

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

**11. INTELLECTUAL PROPERTY**

**11.1 State's Business**

All rights, title and interest in State Data shall remain with the State. All rights, title and interest in Core Software, Developed Modules, and the associated Software Documentation shall remain with FEI and the WITS Collaborative Partnership, as outlined in the WITS Master Licensing Agreement. 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. All rights, title and interest in Custom Developed Modules and the associated Software Documentation shall remain with the State, and shall be licensed back to FEI and the WITS Collaborative Partnership, as specified in Exhibit J: WITS Master Licensing Agreement. All other intellectual property rights in such Deliverables remain with the State

**11.2 FEI's Materials**

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

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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.

**11.3 Copyright**

FEI shall comply with all applicable copyright laws.

**11.4 Software Source Code**

FEI shall provide the State with a copy of the Object Code and Source Code for the Core Software and Custom Modules, including but not limited any Custom Developed Module requested by the State under this Contract, which shall be subject to the License rights as specified in the WITS Master Licensing Agreement. FEI agrees to refresh the State's copy of the Source Code and Object Code on a monthly basis or as requested, to ensure that the State has a copy of all current modifications, as long as the State continues to hold a Support and Maintenance agreement with FEI.

**11.5 Survival**

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

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

**12.1 Use of State's Information**

In performing its obligations under the Contract, FEI 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*). FEI shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for FEI's performance under the Contract.

**12.2 State Confidential Information**

FEI shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to FEI 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. FEI shall immediately notify the State if any

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request, subpoena or other legal process is served upon FEI regarding the State Confidential Information, and FEI 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, FEI 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.

**12.3 FEI Confidential Information**

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

**12.4 Survival**

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

**13. GENERAL PROVISIONS**

**13.1 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 FEI notice of such termination.

However, in the event that funds are not available, the state has the responsibility to immediately inform FEI of the fund shortage, and to pay FEI for all work performed up to that point, including Deliverables that may be partially complete.

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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.

**13.2 Compliance by FEI with Laws and Regulations: Equal Employment Opportunity**

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

13.2.2 During the term of the Contract, FEI shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, FEI 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. FEI further agrees to permit the State, or United States, access to any of FEI's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

**13.3 Regulatory/Government Approvals**

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

**13.4 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 FEI 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 FEI to perform its obligations under the Contract.

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**13.5 Personnel**

**13.5.1** The performance of FEI's obligations under the Contract shall be carried out by FEI. FEI shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform FEI's obligations under the Contract. FEI warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

**13.5.3** The Commissioner of the Department of Health and Human Services, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

**13.6 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**

<b>LEVEL</b>	<b>FEI</b>	<b>THE STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Marion Sarhy Project Manager	John Sweeney State Project Manager (PM)	5 Business Days
First	Rodney Conrad VP, Operations	James Shanellaris State Project Management Team (PMT)	10 Business Days
Second	Jiao Gu	Joe Harding	15 Business Days

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	President	BDAS Director	
Third	Jiao Gu President	Nicholas A. Toumpas DHHS Commissioner	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.

**13.7 Termination**

This Section 13.7 shall survive the termination or Contract Conclusion.

**13.7.1 Termination for Default**

Unless otherwise provided in the Contract, the State shall provide FEI written notice of default, and FEI must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If FEI fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare FEI in default, and pursue its remedies at law or in equity, or both.

**13.7.1.1** In the event the State declares FEI in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

**13.7.1.1.1** Set off against any other obligations the State may owe to FEI under this Contract;

**13.7.1.1.2** Procure Services that are the subject of the Contract from another source, and FEI 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

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

**13.7.1.2** In the event of default by the State, FEI 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 FEI.

**13.7.1.3** 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

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or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

**13.7.2 Termination for Convenience**

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

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

13.7.2.3 In the event that the Contract is cancelled, the State may keep all Source Code and Documentation.

**13.7.3 Termination for Conflict of Interest**

13.7.3.1 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 FEI did not know, or reasonably did not know, of the conflict of interest.

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

**13.7.4 Termination Procedure**

13.7.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require FEI to deliver to the State any

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

**13.7.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, FEI shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of FEI and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that FEI has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**13.8 Force Majeure**

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

**13.9 FEI's Relation to the State**

In the performance of the Contract, FEI is in all respects an independent company, and is neither an agent nor an employee of the State. Neither FEI nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any



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benefits, worker's compensation or other emoluments provided by the State to its employees.

**13.10 Assignment, Delegation and Subcontracts**

**13.10.1** FEI 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.

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

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

**13.11 Indemnification**

**13.11.1** FEI 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 FEI, its personnel or agents in connection with FEI's performance of the Contract.

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13.11.2 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.

**13.11.3 Survival**

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

**13.12 Limitation of Liability**

**13.12.1 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 FEI 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 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.

**13.12.2 FEI**

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

**13.12.3 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.

**13.12.4 Survival**

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

**13.13 Insurance**

**13.13.1 FEI Insurance Requirement**

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FEI 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:

- a. 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 incident; with a \$1,000,000 umbrella policy as indicated on the insurance certificate contained in Exhibit O, and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State
- c. Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. FEI shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract 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 to the Contract and are incorporated therein by reference.

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

State of New Hampshire  
Department of Health and Human Services  
Nicholas A. Toumpas  
125 Pleasant Street  
Concord, NH 03301.

**13.14 Workers' Compensation**

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

13.14.2 To the extent FEI is subject to the requirements of N.H. RSA chapter 281-A, FEI 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. FEI shall furnish the Insurance Certificate Holder, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter

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2010-035 STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM**

**STATEMENT OF WORK**

281-A and any applicable renewal(s) thereof, which shall be attached to the Contract and shall be incorporated therein by reference.

13.14.3 The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Vendor, or any subcontractor or employee of the Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

**13.15 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 FEI.

**13.16 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 FEI:

TO STATE:

Marion Sarhy  
7175 Columbia Gateway Drive, Ste. A  
Columbia, MD 21046  
Tel: (443) 270-5100

State of New Hampshire  
Department of Health and Human Services  
c/o James Shanellaris  
125 Pleasant Street  
Concord, NH 03301  
Tel: (603) 271-5564

**13.17 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.

**13.18 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.

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DELIVERABLES AND MILESTONES

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

FEI shall provide the State with WITS Software, which will meet and perform in accordance with the Specifications.

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

The Deliverables are set forth in the Schedule described below in Section 2.

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**

**Implementation Schedule – Activities / Deliverables / Milestones**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Deliverable Date
<b>Pre-Phase 1: Initial Planning</b>			
1	Conduct Project Kickoff Meeting	Non-Software	8/30/10
2	Detailed Work Plan	Written	9/13/10
3	Weekly Project Status Reports	Written	On going
4	Documentation of Operational Procedures	Written	9/13/10
5	End User Support Plan	Written	2/1/11
<b>Phase 1: Configuration / Implementation / New Development/ Testing/Training/ Deployment</b>			
6	Phase 1 Software Configuration Plan	Written	9/27/10
7	Phase 1 Systems Interface Plan and Design/Capability	Written	10/4/10
8	Phase 1 Detailed Testing Plan and Expected Testing Results	Written	11/5/10
9	Phase 1 Data Migration & Conversion Plan and Design	Written	11/29/10
10	Phase 1 Deployment Plan	Written	11/29/10
11	Phase 1 Comprehensive Training Plan and Curriculum	Written	12/15/10

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12	Phase 1 Requirements Sign-off by State	N/A	10/15/10
13	Phase 1 installation, configuration, and testing of WITS Software including: <ul style="list-style-type: none"> <li>▪ core clinical, billing</li> <li>▪ contract management,</li> <li>▪ NOMS &amp; TEDS collection and uploads,</li> <li>▪ user generated reporting functions</li> <li>▪ SSRS Setup</li> </ul>	Software	As developed during entire phase
14	Converted Data Loaded into Production Environment	Software	1/10/11
15	Provide Draft of Phase 1 Documentation	Written	12/3/10
16	Conduct Phase 1 User Acceptance Testing	Non-Software	As developed during entire phase
17	Conduct Phase 1 Training	Non-Software	1/10/11
18	Deploy and Cutover to New Software at Pilot Sites	Non-Software	2/1/11
19	Support State in operation of WITS application at Pilot Sites	Non-Software	Ongoing
21	Final Phase 1 Documentation Delivered	Written	12/27/10
23	Payment of Holdback upon written Acceptance of the Phase 1 WITS System by the State.	Non-Software	Upon Acceptance
24	Commence annual hosting services	Non-Software	1/1/11-12/31/11
25	Commence annual support and maintenance services	Non-Software	1/1/11-12/31/11
<b>Phase 2: Configuration / Implementation / New Development / Testing / Training / Deployment</b>			
26	Phase 2 Software Configuration Plan	Written	2/7/11
27	Phase 2 Systems Interface Plan and Design/Capability	Written	2/21/11
28	Phase 2 Detailed Testing Plan and Expected Testing Results	Written	4/11/11
29	Phase 2 Deployment Plan	Written	4/18/11
30	Phase 2 Comprehensive Training Plan and Curriculum	Written	4/25/11
31	Phase 2 Requirements Sign-off by State	N/A	3/14/11
32	Phase 2 installation, configuration, and testing of WITS Software module including all contracted new development items	Software	As developed during entire phase

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33	Phase 2 Development Completion	N/A	5/31/11
34	Provide Draft of Phase 2 Documentation	Written	5/16/11
35	Conduct Phase 2 Training	Non-Software	June 2011
36	Conduct Phase 2 User Acceptance Testing	Non-Software	As developed during entire phase
37	Deploy and Cutover Phase 2 Modules to all State and Provider Sites	Non-Software	7/1/11
38	Final Phase 2 Documentation Delivered	Written	6/3/11
39	Payment of Holdback upon written Acceptance of the Phase 2 WITS System by the State.	N/A	Upon Acceptance
<b>Phase 3: Configuration / Implementation / New Development/ Testing/Training/ Deployment</b>			
40	Phase 3 Software Configuration Plan	Written	8/8/11
41	Phase 3 Systems Interface Plan and Design/Capability	Written	9/5/11
42	Phase 3 Detailed Testing Plan and Expected Testing Results	Written	9/19/11
43	Phase 3 Deployment Plan	Written	9/26/11
44	Phase 3 Comprehensive Training Plan and Curriculum	Written	9/26/11
45	Requirements Sign off Phase 3	N/A	8/22/11
46	Phase 3 installation, configuration, and testing of WITS Software module including all contracted items	Software	As developed during entire phase
47	Provide Draft of Phase 3 Documentation	Written	10/3/11
48	Conduct Phase 3 Training	Non-Software	10/24/11
49	Conduct Phase 3 User Acceptance Testing	Non-Software	As developed during entire phase
50	Deploy and Cutover to Production System Modules at State and Provider Sites Phase 3	Non-Software	11/1/11
51	Final Phase 3 Documentation Delivered	Written	10/21/11
52	Payment of Holdback upon written Acceptance of the Phase 3 WITS System by the State.	Non-Software	Upon Acceptance
<b>Phase 4: OPTIONAL ENHANCEMENTS Configuration / Implementation / New Development/ Testing/Training/ Deployment</b>			
53	Phase 4 Software Configuration Plan	Written	Upon request
54	Phase 4 Systems Interface Plan and	Written	Upon

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	Design/Capability		request
55	Phase 4 Detailed Testing Plan and Expected Testing Results	Written	Upon request
56	Phase 4 Deployment Plan	Written	Upon request
57	Phase 4 Comprehensive Training Plan and Curriculum	Written	Upon request
58	Requirements Sign off Phase 4	N/A	Upon request
59	Phase 4 installation, configuration, and testing of WITS Software module including all contracted items	Software	Upon request
60	Provide Draft of Phase 4 Documentation	Written	Upon request
61	Conduct Phase 4 Training	Non-Software	Upon request
62	Conduct Phase 4 User Acceptance Testing	Non-Software	Upon request
63	Deploy and Cutover Phase 4 Modules to all State and Provider Sites	Non-Software	Upon request
64	Final Phase 4 Documentation Delivered	Written	Upon request
65	Support State in operation of WITS application during Phase 4 Warranty Period	Non-Software	Upon request
66	Payment of Holdback upon written Acceptance of the Phase 4 WITS System by the State.	Non-Software	Upon request
<b>Project Completion: Additional Services</b>			
67	Renewal of Year 2 Annual Hosting Services	Non-Software	1/1/12 – 12/31/12
68	Renewal of Year 3 Annual Hosting Services	Non-Software	1/1/13 – 12/31/13
69	Renewal of Year 2 Annual Maintenance and Support Services	Non-Software	1/1/12 – 12/31/12
70	Renewal of Year 3 Annual Maintenance and Support Services	Non-Software	1/1/13 – 12/31/13
71	Conduct Project Exit Meeting	Non-Software	TBD

NOTE: Despite the later start time of the overall contract, FEI believes it is important for data collection that the Phase 2 roll out (statewide) begin at the start of a quarter. It will be critical that sign off on deliverables and requirements are done in a timely manner, or that lower priority items are moved to Phase 3. FEI will work with the staff in NH to see that this date can be met so that business needs will not be impacted.



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DELIVERABLES AND MILESTONES**

**3. TRAINING DELIVERABLES**

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

**4. SOFTWARE LICENSES**

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

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$1,094,566 for the period between the Effective Date through December 31, 2013. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

**Table 1 – Payment Schedule**

**PAYMENT SCHEDULE**

Description	Percent	Deliverable Amount (Gross)	Holdback Amount -15%	Deliverable Net Amt (Less holdback)	Cumulative
<b>Pre-Phase 1</b>					
Project Kickoff	20%	\$90,437	\$11,987	\$78,450	\$78,450
<b>Implementation Phase 1</b>					
Phase 1 Requirements Sign-off by State	10%	\$45,218	\$5,994	\$39,225	\$117,674
Deploy and Cutover to Production System (New Software) at remaining State and Provider Sites Phase 1	10%	\$45,218	\$5,994	\$39,225	\$156,899
<b>Implementation Phase 2</b>					
Phase 2 Requirements Sign-off by State	10%	\$45,218	\$5,994	\$39,225	\$196,124
Development Completion Phase 2	10%	\$45,218	\$5,994	\$39,225	\$235,349
Deploy and Cutover to Production System Modules at State and Provider Sites Phase 2	10%	\$45,218	\$5,994	\$39,225	\$274,573
<b>Implementation Phase 3</b>					
Requirements Sign off Phase 3	10%	\$45,218	\$5,994	\$39,225	\$313,798
Deploy and Cutover to Production System Modules at State and Provider Sites Phase 3	10%	\$45,218	\$5,994	\$39,225	\$353,023
<b>Implementation Phase 4</b>					
Requirements Sign off Phase 4	0%	\$0	\$0	\$0	\$353,023
Deploy and Cutover to Production System at State and Provider Sites Phase 4	10%	\$45,218	\$5,994	\$39,225	\$392,248

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<b>Software</b>					
Software Licenses	No charge	No charge	No charge	No charge	
Object and Source Code and associated Documentation	No charge	No charge	No charge	No charge	
<b>Totals</b>		\$452,184	\$59,936	\$392,248	\$452,184
<b>Total Contract Price for Implementation (One Time Costs)</b>					<b>\$452,184</b>

\* The holdback is payable upon successful completion of the 120 day warranty period.

<b>Hosting</b>					
Year 1 (1/1/11 – 12/31/11)	100%	\$ 44,000	N/A	N/A	\$ 44,000
Year 2 (1/1/12 – 12/31/12)	100%	\$ 44,000	N/A	N/A	\$ 44,000
Year 3 (1/1/13 – 12/31/13)	100%	\$ 44,000	N/A	N/A	\$ 44,000
<b>Support and Maintenance</b>					
Year 1 (1/1/11 – 12/31/11)	100%	\$ 119,952	N/A	N/A	\$ 119,952
Year 2 (1/1/12 – 12/31/12)	100%	\$ 195,215	N/A	N/A	\$ 195,215
Year 3 (1/1/13 – 12/31/13)	100%	\$ 195,215	N/A	N/A	\$ 195,215
<b>Total Contract Price for Hosting/Support/Maintenance Through 12/31/13</b>					<b>\$642,382</b>

<b>Future Years Support/Hosting/Maintenance</b>
Future increases in the price of hosting, support, and maintenance shall be capped at 5% per year.

The following rates shall apply in the event the State or FEI requests additional work through the Change Order process.

<b>Table - FEI Rates Pricing Worksheet (Hourly Rates for Future Work)</b>					
Position Title	SFY 2011 7/1/2010-6/30/11	SFY 2012 7/1/2011-6/30/2012	SFY 2013 7/1/2012-6/30/2013	SFY 2014 7/1/2013-6/30/2014	SFY 2015 7/1/2014-6/30/2015
Project Manager	\$140.00	\$145.60	\$151.42	\$157.48	\$163.78
Developer	\$110.00	\$114.40	\$118.98	\$123.74	\$128.68
database Administrator	\$100.00	\$104.00	\$108.16	\$112.49	\$116.99
database Developer	\$120.00	\$124.80	\$129.79	\$134.98	\$140.38

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Other	\$90.00	\$93.60	\$97.34	\$101.24	\$105.29
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**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,094,566 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

State Fiscal Year 11				
Project Kickoff	8/30/2010	\$78,450		
Phase 1 Requirements	10/15/2010	\$39,225		
Phase 1 Deployment	2/1/2011	\$39,225		
Phase 1 Holdback	upon acceptance	\$23,975		
Year 1 Hosting (Annual payment)	1/1/2011	\$44,000		
Year 1 Support and Maintenance (Annual payment)	1/1/2011	\$119,952		
Phase 2 Requirements	3/14/2011	\$39,225		
Phase 2 Development	5/31/2011	\$39,225		
Phase 2 Deployment	7/1/2011	\$39,225		
Phase 2 Holdback	upon acceptance	\$17,981		
<b>Subtotal FY11</b>		<b>\$480,481</b>		
State Fiscal Year 12				
Phase 3 Requirements	8/22/2011		\$39,225	
Phase 3 Deployment	11/1/2011		\$39,225	
Phase 3 Holdback	upon acceptance		\$11,987	
Phase 4 Requirements	11/1/2011		\$0	
Phase 4 Deployment	1/1/2012		\$39,225	
Phase 4 Holdback	upon acceptance		\$5,994	
Year 2 Hosting (Annual payment)	1/1/2012		\$44,000	
Year 2 Support and Maintenance (Annual payment)	1/1/2012		\$195,215	
<b>Subtotal FY12</b>			<b>\$374,870</b>	
State Fiscal Year 13				

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Year 3 Hosting (Annual payment)	1/1/2013			\$44,000
Year 3 Support and Maintenance (Annual payment)	1/1/2013			\$195,215
<b>Subtotal FY13</b>				<b>\$239,215</b>
<b>GRAND TOTAL</b>				<b>\$1,094,566</b>
For Phases 1-4, hosting, support, and maintenance.				

**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 will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

State of New Hampshire  
c/o Jim Shanelaris  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301

Invoices for Development and Implementation shall be issued and paid upon the State’s written acceptance of each Contract Deliverable. Invoices for Hosting, Support, and Maintenance services shall be issued and paid annually in advance.

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

FEI.com  
7175 Columbia Gateway Dr, Suite A  
Columbia, MD 21046

Phone: 443-270-5100

**5. OVERPAYMENTS TO FEI**

FEI 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.

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PRICE AND PAYMENT SCHEDULE

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

The State shall withhold fifteen percent (15%) of the price for each Deliverable related to the Development Phase of the Project, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

**8. RIGHT TO OFFSET**

The State reserves the right to offset from any amounts otherwise payable to FEI 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.

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EXHIBIT C  
SPECIAL PROVISIONS**

The following provisions contained within Contract Exhibit O-C: *Certificates and Attachments* are hereby deleted: Provision 9.2: *Statistical Records*, Provision 9.3: *Medical records*, and Provision 10: *Audit*.

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EXHIBIT D  
ADMINISTRATIVE SERVICES

**1. STATUS REPORTS**

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

FEI shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. FEI's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. FEI must produce Project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Staff time reporting
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

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

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

FEI 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**

FEI shall maintain an accounting System in accordance with generally accepted accounting principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.



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EXHIBIT E  
IMPLEMENTATION SERVICES

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

## 1. IMPLEMENTATION STRATEGY

### 1.1 Key Components

- A. FEI shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan. FEI shall implement the Project as described more fully on page 16 through 27 in the "State Outcomes Measurement and Management System, Information Technology Technical Assistance for the State of New Hampshire, Bureau of Drug and Alcohol Services," dated June 24, 2009 ("FEI Proposal").
- B. FEI and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The FEI team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

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

- E. FEI shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project team, and report status.
- F. FEI shall adopt an Implementation time-line aligned with the State's required time-line.

### 1.2 Timeline

An initial timeline is set forth in the Work Plan, more fully described in Exhibit I: *Work Plan* of the Contract. The timeline is subject to change based upon the Effective Date of this Contract.

#### 1.2.1 Planning

During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

FEI's Project management tracking Software and processes will be used for managing the Project.

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IMPLEMENTATION SERVICES

**1.2.2 Implementation**

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

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

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

**1.2.3 Change Management and Training**

FEI's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

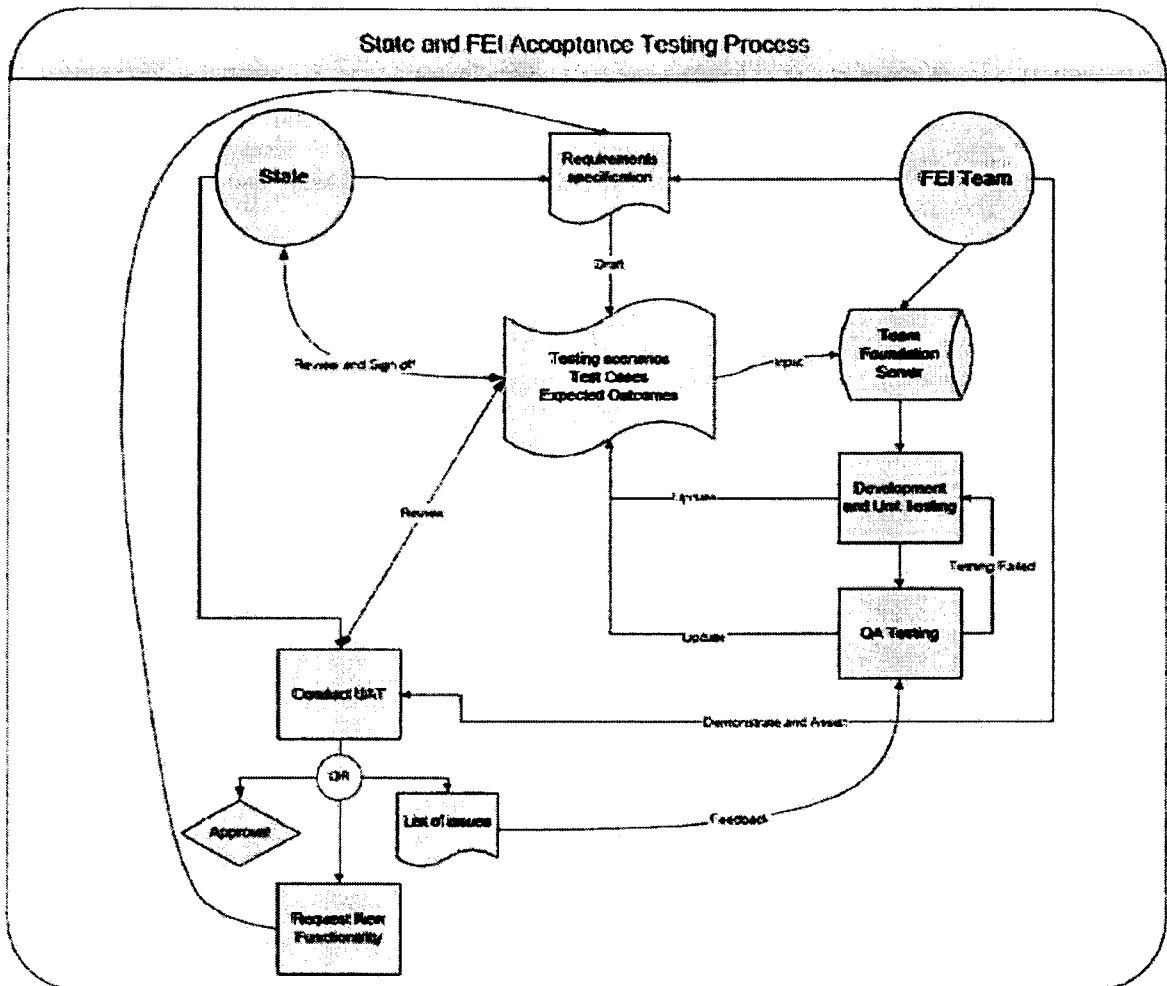
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 EXHIBIT F  
 TESTING SERVICES

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

**1. TESTING AND ACCEPTANCE**

FEI shall bear responsibility for test planning and preparation in addition to unit, System, regression, and support of the State in UAT testing throughout the Project. FEI shall also provide training as necessary to the State staff responsible for User Acceptance Test activities.

The following diagram represents FEI's testing process.



FEI employs a very thorough and comprehensive testing process. Test cases shall be outlined at the time that requirements are specified and documented – a process in which the State participates. Once requirements are finalized, each component within the plan shall be

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EXHIBIT F  
TESTING SERVICES

individually documented in the Microsoft Team Foundation Server tracking System. This allows each larger Deliverable to be broken down into much smaller pieces. Each component or item of work shall be assigned a tracking number, a developer, a code reviewer and a tester, and test cases are documented in the work item details. Developers unit test each work item. A senior developer then reviews the code for maintainability and adherence to good coding standards. Finally, a tester performs Quality Assurance ("QA") tests of the individual work item, documenting the test results.

Once all work items encompassing a particular Deliverable have been completed and the tests have been passed, the tester and project manager shall work through a series of tests to ensure overall reliability of the configured or developed item. These test cases shall also be documented within the work item(s). If items fail, regression tests shall be performed once reprogramming is completed. Depending upon the extent of retesting and rework, a full regression test of all test scenarios may be performed.

Once items(s) have passed the FEI QA process, the State shall be asked to perform User Acceptance Testing. FEI shall provide a comprehensive walkthrough of the item or module, and a walk through of test scenarios to the State. The State shall document outcomes and shall either pass or fail test cases. Failures shall be analyzed to see if they are issues/bugs, in which case the work shall be returned to the developer for recoding and subsequent retesting, or if they are enhancements outside of the original requirements, in which case a change request may be issued by the State.

FEI shall give the State access to the Team Server System to review development items, status, and test results as requested by the State. In addition, FEI shall assist and advise the State in development and Implementation of plans for User Acceptance Testing.

All Testing and Acceptance addressed herein (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., Software modules or functions, and Implementation(s)), as well as testing the Data conversion performed for the State. This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, support of the State during User Acceptance Test and Implementation. In addition, FEI 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. FEI shall correct Deficiencies and support required re-testing as described below.

### 1.1 Installation Testing

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

FEI shall test the infrastructure performance of the hardware and software configuration at the server level until performance is acceptable to the State. However, it is understood

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that eventual performance of the WITS application is reliant upon the internet accessibility of each provider and of the State.

**1.2 User Acceptance Testing (UAT)**

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State. UAT shall include, but not be limited to testing all reporting functions, customizations of existing modules and development of new software modules.

The State shall be presented with all testing results, as well as written Certification that FEI has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from FEI that the WITS System is installed, configured, complete and ready for State testing. UAT shall be iterative as new developments are released and available for testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the specified Acceptance Criteria and using structured test cases. The State shall conduct the UAT to validate the functionality of the WITS System, and to verify Implementation readiness.

FEI is committed to supporting the State in its user Acceptance Testing of Deliverables, although both parties recognize that the actual UAT must be performed by the State. As described in the figure earlier in this section, for each new Deliverable, FEI shall work with the State to develop detailed requirements. As part of the requirements Documentation, testing scenarios, cases, and expected outcomes shall be drafted. This is an integral part of the design of new modules and components. Once requirements are signed off, these testing scenarios are input into the MS Team Foundation Server tracking System. This communicates to the test team the expected scenarios and outcomes for FEI's testing process. These test cases and expected outcomes may be enhanced or modified depending upon feedback throughout the development and internal testing process. Once an item is read for State UAT, the Project Manager shall demonstrate the new functionality to State users. At this time, test cases and expected outcomes shall be reviewed. State testers shall be asked to document any outcomes that are not according to expectations, and these scenarios shall be retested as they are fixed by developers. FEI may perform or request that the State perform additional test cases, depending upon the feedback received through the testing process.

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

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## 2.0 Performance Tuning And Stress Testing

### 2.1 Scope

The scope of performance testing is intended to measure metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It shall include the measurement of response rates of the application for end-user transactions under various load conditions.

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

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. These may include:

- User login
- Querying on client based on last name or first name entry.
- Retrieving a client profile and client activity list
- Activity selection from a client activity list
- Saving an activity, such as an admission or encounter.

Performance testing of the application shall profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the application.

Performance testing and tuning shall occur in the final production environment, shall be performed from FEI's offices, and shall use a copy of the final production database to provide the best results. It is understood that by performing these from FEI offices, the variations in user internet access and State network capabilities shall be mitigated. However, FEI shall be accessing the production System through its own network infrastructure.

### 2.2 Test types

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

**Baseline Tests:** FEI shall perform baseline tests to collect performance Data and load analysis by running queries against current WITS customer production Systems from its main office and during periods of high System load. These queries shall include the most common user transactions, such as client search, client activity review, and save of large modules such as admission and encounter. The test simulates a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must

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be noted that changes made to the code after baseline testing is completed shall skew the results collected to date. All effort shall be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and shall force a decision to be made whether baseline results need to be recreated.

**Load Tests:** Load testing shall determine if the behavior of a System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on work load distribution. Response time is measured and recorded. FEI shall run baseline tests against customer sites during times of peak user load; and shall run monthly tests against NH-WITS to ensure that baselines are being met during peak operating periods.

**2.3 Tuning**

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

**2.4 Implementing Performance and Stress Test**

FEI shall conduct baseline tests to collect performance Data and load analysis by running queries against current WITS customer production Systems from its main office and during periods of high System load. These queries shall include the most common user transactions, such as client search, client activity review, and save of large modules such as admission and encounter.

**2.5 Scheduling Performance and Stress Testing**

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

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

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

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Tests shall be run in close proximity to FEI's infrastructure so as to eliminate, as much as possible, the public network from our environment.

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

If testing results in response times outside of the determined baseline parameters, FEI shall work to resolve the issues and bring user response time back to baseline levels.

**3.0 Successful UAT Completion**

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

**4.0 System Acceptance**

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



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**1. SYSTEM MAINTENANCE**

**1.1 FEI's Responsibility**

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

FEI shall maintain and support the System in all material respects as described in the applicable Software Documentation for the term of the contract and any extensions approved by the NH Governor and Executive Council..

**1.1.1 Maintenance Releases**

FEI shall make available to the State the latest Software updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, under the Support and Maintenance Agreement..

**2. SYSTEM SUPPORT**

**2.1 FEI's Responsibility**

FEI will be responsible for performing Level 3 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 Level 1 Support**

The first line of support; often referred to as the Help Desk. This function is performed by a designated person within each agency or facility who can perform the following responsibilities:

- Be available to answer user calls during normal operation hours.
- Have a solid understanding of WITS screens, business rules and process. Be able to help users with any usability issue that is covered in either training manuals or user and System Documentation.
- Help with forgotten passwords, hardware connectivity, internet access and basic computer usability issues.
- Perform all new user and program set ups within a facility; facility set ups within an agency.
- Document all issues that are reported, and see the issue through to resolution.
- Interface with Level-2 support when issues cannot be resolved at the Level-1 level.

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The Level 1 Support Individual will ideally be located on site with users. He or she may be a clinician or an administrative staff member. Personnel within the provider network shall be trained to provide this to their users.

### 2.2.2 Level 2 Support

Level 2 is the next line of support, responsible for handling any calls that Level 1 does not have the knowledge or technical ability to handle. Level 2 support is assembled with one or more users who have a greater level of technical knowledge regarding the System than do the Level 1 staff. These individuals should understand how the System works from a user perspective (technical) as well as how the System is to be used by the users (functional). The responsibilities of Level 2 are:

- Be available during business hours to answer calls from Level 1 (Help Desk) support.
- Investigate the issues in more detail and determine whether the issue is a System problem (bug), configuration issue (enhancement), or a user training issue.
- Work with Level 1 support if the issue is a training or System setup issue.
- Work with Level 3 support if the issue is a System problem or bug, or potential enhancement.

This level of support should be handled by a select group of individuals within the user constituency. They can be located centrally, or dispersed. It is not necessary to have one at each location using the application. State personnel shall be trained to provide this support to their provide network and other State users.

### 2.2.3 Level 3 Support

Level 3 support staff is responsible for handling all issues that are determined to be System problems/bugs. Typically, this Level is staffed by members of the product development team (FEI). The responsibilities of Level 3 are:

- Coordinate with Level-2 support to understand and further document all reported issues.
- Perform detailed analysis of the issue, working with the appropriate development team members when needed.
- Determine the appropriate course of action to mitigate the issue.
- Assign priority for bug fixes; assign enhancement requests to FEI Project Manager for quotes.

Designated State personnel shall be authorized to contact FEI by phone or email for this support.

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**2.3 Deficiencies**

**2.3.1 Class A Deficiencies (Telephone Support)**

For all Class A Deficiencies, FEI shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (2) hours of request;

**2.3.2 Class B & C Deficiencies**

For all Class B & C Deficiencies, the State will notify FEI of such Deficiencies during regular business hours and FEI shall respond back, within forty eight (48) hours of notification, of planned corrective action.

**3. SUPPORT OBLIGATIONS AND TERM**

- 3.1** FEI will guide the State with possible solutions to resolve issues to maintain a fully functioning WITS System as specified in Exhibit G, Section 5.7: *Support and Maintenance*.
- 3.2** FEI System support and maintenance shall commence upon the completion of the Warranty Period and shall continue through the end of the Contract term, and any extensions thereof.

**4. SUPPORT INCIDENT DATA COLLECTION**

**4.1 Records**

FEI 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, FEI 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.

**4.2 System Monitoring**

FEI 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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**5. HOSTING, SUPPORT AND MAINTENANCE SERVICES**

FEI shall agree to 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 Support and Maintenance 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.

FEI shall provide hosting services in accordance with the minimum Specifications described in the Contract.

**5.1 Software**

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

- Web Infrastructure for Treatment Services “(WITS)” Software

**5.2 Operations**

FEI 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. This does not include end-user equipment or internet access from the user site. 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.

FEI shall provide a secure Class A Data Center providing equipment, an on-site 24/7 System operator, managed firewall services, and managed backup services. FEI shall comply with the terms of the Service Level Agreement described in Exhibit G Section 4.7.1: *State Requirements – Service Level Agreement*, between FEI 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.
- 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.

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- 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.
- G. FEI shall maintain a virtual server platform for the State of New Hampshire's hosted WITS application located at the hosting site. Note that the database is housed on a separate server, as is the SSRS reporting database.
- H. Separate test/development and training environments shall reside at an FEI location. Test/development and training environments shall not be subject to the same level of security, backup and other hosting arrangements. However, FEI does have redundant servers and is able to quickly move to a backup server should an environment become unavailable. FEI intends to always keep development, test and training activities moving forward smoothly.

It should also be noted that no live client Data will be housed in these environments. If at any time FEI finds it necessary to load client Data onto training or test sites, any identifying information on client records shall be scrambled so that Data may not be traced back to an actual consumer.

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 FEI'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*.

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**5.3 Disaster Recovery**

Disaster Recovery is defined as the ability to return Systems to a normal operating status after a System failure. FEI shall conform to adequate Disaster Recovery procedures as defined by the State of New Hampshire.

- A. Planning – FEI 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 of any of the three server environments. 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 – FEI 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, FEI 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.

**5.4 Network Architecture**

FEI 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. FEI 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 FEI 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. FEI's network architecture must include redundancy of routers and switches in the Data center.

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**5.5 Network Access**

**4.5.1 Remote Access**

Since WITS is a web-based application, the State shall have access to the WITS System, per the parameters outlined in Contract Exhibit G.

**5.6 Security**

FEI 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 production environment and on backup 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.

FEI shall notify the State's Project Manager of any security breaches within two (2) hours of the time that FEI learns of their occurrence. FEI shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure and/or the application. FEI shall be solely liable for costs associated with any breach of State Data housed at their location(s), if breached by FEI or its suppliers or subcontractors, including but not limited to notification and any damages assessed by the courts. FEI shall not be held responsible for the misuse of State Data or by breaches caused by State employees or contracted State providers who have natural access to such Data.

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

**5.6.1 Security - Physical Infrastructure**

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

The State requires that FEI's facility is a Class A Data Center as specified in Exhibit G, Section 4.2: Operations.

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### 5.7 Maintenance and Support

FEI shall provide Level 3 support as well as metrics used to determine success. The State is responsible for Level 2 and for ensuring that Agencies provide Level 1.

FEI Maintenance and Support includes the following items:

- Maintenance of the test and training environments.
- Participation in all new development performed by other WITS customers (no-cost or low-cost Implementation of enhancements paid for by other WITS customers)
- Pass-on of bug fixes identified by other WITS customers.
- All monthly releases and associated updates to WITS, including monthly code and database updates and release notes.
- Participation in the WITS User Group and the associated decision-making process regarding future changes and enhancements in WITS.
- 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 shall have unlimited access, via phone or Email, to the FEI technical support staff between the hours of 8:30am to 5:00pm-Monday thru Friday EST;
- FEI response time for support shall conform with the specific Deficiency level as described in the Exhibit G, Section 2.2: *Support Levels*.
- The WITS System shall be available to the State via the Internet twelve (12) hours per day, seven (7) days per week.
- The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for scheduled maintenance.
- FEI 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.
- FEI 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.
- FEI 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 FEI 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, except in the event of an immediate security threat.
- Maintain a record of the activities related to repair or maintenance activities performed for the State as relating to the WITS System. FEI shall report quarterly on the following
  - All change requests implemented for the WITS System
  - 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.



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- FEI shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.

These services are independent of no-cost bug fixes for new development, which are included as part of the development items themselves and therefore covered by the warranty.

**5.7.1 State Requirements - Service Level Agreement**

- FEI System support and maintenance shall commence upon the availability of the System for go-live, and shall continue through the end of the Contract term, 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 shall have unlimited access, via phone or Email, to the FEI technical support staff for Level 3 Support, between the hours of 8:30am to 5:00pm-Monday thru Friday EST;
- FEI response time for support shall conform with the specific Deficiency class as described in the Exhibit G, Section 2.2: *Support Levels*.
- The WITS System shall be available to the State via the Internet 23 hours per day, 7 days per week.
- The hosting server for the State shall be available twenty-four (23) hours a day, 7 days a week except for scheduled maintenance.
- FEI 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.
- FEI will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with information relating to the upgrades and changes.
- FEI shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window
- If FEI is unable to meet the 99.9% uptime requirement, FEI shall credit State's account in an amount based upon the following formula: **(Total Contract Item Price (hosting)/365) x Number of Days Contract Item Not Provided.** The State must request this credit in writing.
- FEI is responsible to monitor, track and report all outages. Outages which exceed the 99.9% uptime must be reported to the State and must be accompanied by either a credit against the next bill or, if the contract has just been completed a check for the amount representing the additional minutes out.
- FEI shall use a change management policy for notification and tracking of change requests as well as critical outages

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- A critical outage will be declared 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 FEI hosting infrastructure shall be fully supported by their respective manufacturers at all times. All patches for operating Systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers. In the event of an impending security threat, critical patches shall be installed immediately.
- Maintain a record of the activities related to repair or maintenance activities performed for the State. FEI shall report on the following, as requested by the State:
  - 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.
- FEI shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files. The State shall have the ability to copy and paste all text contained in the Help functions of WITS for the purposes of on-going user training;

**5.8 Termination**

FEI 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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FEI PROPOSAL**

The FEI .com requirements document, State Outcomes Measurement and Management System (SOMMS) Information Technology Technical Assistance, dated August 6, 2009, is hereby incorporated by reference.

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FEI's Project Manager and the State Project manager shall finalize the Work Plan within five (5) business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with FEI's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of FEI and State Project Managers.

The preliminary Work Plan created by FEI and the State is set forth in the FEI Proposal, dated August 6, 2009, Version 2.1, and is incorporated into Exhibit H.

In conjunction with FEI's Project Management methodology, which shall be used to manage the Project's life cycle, the FEI team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and FEI team members), refine the Project's scope, and establish the Project's schedule. FEI shall utilize Microsoft Project to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the FEI and State Project Managers.

## 1. ASSUMPTIONS

### A. General

- The State and FEI shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined the revised Work Plan.
- All State and FEI tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any changes, activities, decisions that are deemed by the State to be outside of the scope of this contract shall be subject to the identified Change Control process and my require approval by the Governor and Executive Council.
- FEI shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP).

### B. Logistics

- The FEI Team shall perform the Implementation of the State's System at their own facility, but shall attend meetings and perform training at State facilities, if required, at no cost to the State.
- The FEI Team shall honor all holidays observed by FEI or the State, but may choose to work on holidays and weekends. When working holidays or weekends at any State facility or requiring the participation of any State employees FEI must seek and receive permission from the State Project Manager.

### C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- FEI assumes that an alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

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- D. Technical Environment and Management**
- FEI shall provide the hardware, software, networking, and Data center facilities for the WITS System and will provide infrastructure plans to the State for approval prior to deployment of the application into production.
- E. Conversions**
- State's technical team shall provide FEI with flat files of legacy Data for migration to the WITS System as described in Exhibit I Section 5: *Conversions*.
- F. Project Schedule**
- The preliminary Project Schedule is included in Exhibit I Section 8: *Preliminary Work Plan*. This schedule shall be finalized upon contract approval and completion of the Work Plan.
- G. Reporting**
- FEI shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.
- H. User Training and Change Management**
- The FEI Team shall lead the development of the end-user training plan.
  - A train the trainer approach shall be used for the delivery of end-user training.
  - FEI will be responsible for training the trainers.
  - The State trainers are then responsible for the delivery of end-user training.
  - The State shall schedule and track attendance on all end-user training classes.
  - Training will be comprehensive, covering all areas of the System;
  - Separate training will be provided for System and Agency Administrators, Billing Administrators, and Reporting Administrators (which will include SSRS), as well as for providers.
  - BDAS will use a train-the-trainer approach, enabling those at the State level as well as at the provider level to train others throughout the State.
  - Training for the trainers will be held at the State offices in Concord.
  - User Documentation will be provided By FEI in adequate detail to assist users in navigating the System.
- I. Performance Testing**
- The FEI Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
  - The State shall provide System performance and tuning metrics.
  - FEI will identify the elements to be tuned and a methodology for performing the testing and tuning of the production platform.
  - The FEI team shall provide reports on each test in the tuning process. Report header to include a test name, date and time performed, duration, adjustments made and outcome. The body of the report should contain metrics from the System including

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(but not limited to) CPU utilization, Memory consumption, Disk I/O, and object performance (objects to be identified in pre-test meetings).

- The State shall work with FEI on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

## 2. ROLES AND RESPONSIBILITIES

### A. FEI Team Roles and Responsibilities

#### 1) FEI Team Project Manager

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

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

#### 2) FEI Team

The FEI Team shall:

- Construct and perform application tests in sufficient manner against the signed-off requirements;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for Data conversion;
- Assist the State in the testing of extensions, Data migration, and interfaces;
- Assist the State in execution of the State's Acceptance Test;

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- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and
- Assist with the transition to production.
- Development and review of functional and technical Specifications to determine that they are at an appropriate level of detail and quality;
- Development of conversion and interface programs in accordance with functional and technical Specifications;
- Development and execution of unit test scripts;
- Test Data conversions developed; and
- System Integration Testing.

**B. State Roles and Responsibilities**

The following State resources have been identified for the Project.

**1) State Project Manager**

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

- Plan and conduct a kick-off meeting with assistance from the FEI team;
- Assist the FEI Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the FEI Project Manager of any urgent issues if and when they arise; and
- Assist the FEI team staff to obtain requested information if and when required to perform certain Project tasks.
- Coordinating the development of System, integration, performance, and Acceptance Test plans;
- Coordinating System, integration, performance, and Acceptance Tests;
- Chairing test review meetings;

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- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

**2) State Technical Lead and Architect**

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

- Attend technical training as necessary to support the Project;
- Assist the State and FEI Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Represent the technical efforts of the State at bi-weekly Project meetings.

**3. SOFTWARE APPLICATION**

The required software for implementing the WITS System is described in Table 2 of Exhibit B: *Price and Payment Schedule*.

**4. CONVERSIONS**

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

**Table 4.1: Planned Conversions**

Conversion	Components, If applicable	Lead Responsibility	Description
BDAS Access Database	Provide Data	John Sweeney	Provide flat files to FEI for migration into the WITS System.
BDAS Access Database	Migrate Data	FEI	Migrate legacy Data into WITS System for validation and testing

**A. Data Conversion**

FEI will migrate all clients' demographic information since 2000, Admission and Discharge Data from 2 Synectics' flat files: Admission and Discharge. The following assumptions and basic parameters apply:

- Total = 60000+ records
- All records will be migrated at once
- No clients will exist in production when we run the migration



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- Need to populate about 12 WITS tables (i.e. person, client\_master, person\_race, client\_activity, intake + intake activity, admission + admission activity, enrollment + enrollment activity, no diagnosis, discharge, discharge + discharge activity)
- Above 12 tables have lots of possible columns to map into, but only about 50 of which will need mapping and programming, but many of the 50 will need to be populated on both admission and discharge.
- Do not populate the extended enrollment/disenrollment fields at all
- No WITS database changes expected
- No Data quality issues expected
- Data provided in a TEDS ASCII flat file format, with all "A" records, in two files Admission and Discharge with internal integrity (i.e., a discharge record should have a corresponding admission record).
- Mapping Agency/Facility: NH staff will set up agencies and facilities with ISATS numbers in WITS prior to the update (Unique ISATS number per facility).
- Mapping Client: NH will provide an Excel spreadsheet of the First Name and Last Name equivalent per Client ID. If mapping does not exist, an error record will be generated.
- The code tables in NH WITS will match TEDS Data elements accepted values (use the standard version of WITS). After the Data migration is complete, NH can expire these standard code table values and create new code table values with NH specific values if desired.

**B. Conversion Testing Responsibilities**

The FEI Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

- The FEI Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy Systems for use by the conversion processes.
- The FEI Team shall develop and unit test their assigned conversions.
- The FEI Team, shall conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the FEI Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

**5. INTERFACES**

Interfaces may be implemented in later phases of the Project. Should the State identify the requirement for a System interface, Specifications for the interface will be developed using the Change Control Process and the Contract shall be amended and submitted to Governor and Council for approval.

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**6. APPLICATION MODIFICATION**

To more fully address the State's requirements, the FEI Team shall implement the following application modifications. Required modifications are specified in the FEI proposal dated October 27, 2009.

**7. PRELIMINARY WORK PLAN**

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table 7.1: High Level Preliminary NH Project Plan**

Task Name	Duration (days)	Start	Finish
Pre-Phase 1: Initial Planning	168	8/30/2010	1/3/2011
Phase 1: Configuration / Implementation / New Development/ Testing/Training/ Deployment	105	8/30/2010	1/1/2011
Phase 2: Configuration / Implementation / New Development/ Testing/Training/ Deployment	116	2/7/2011	6/3/2011
Phase 3: Configuration / Implementation / New Development/ Testing/Training/ Deployment	74	8/8/2011	10/21/2011
Phase 4: Configuration / Implementation / New Development/ Testing/Training/ Deployment	TBD	TBD	TBD

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**1. LICENSE GRANT**

FEI grants to the State a non-exclusive, perpetual license to use the Licensed Software together with any and all related Documentation, manuals, or instructions, either in hard copy or electronic form, subject to and in accordance with the terms and conditions of this Contract, including but not limited to Exhibit J: *WITS Master License Agreement*; such software to be used for purposes of facilitating the organization and/or transfer of Data relating to treatment services. The State may allow its agents and contractors to access and use the WITS Software, and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

**2. DOCUMENTATION**

FEI shall provide the State with WITS Software user and technical Documentation. The State may make a sufficient number of copies of the WITS Software for its licensed use and one copy of each program

Documentation shall include but not be limited to, user manuals technical Documentation, and training materials.

**3. RESTRICTIONS**

The State shall not:

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

**4. TITLE**

All rights, title, and interest in State Data shall remain with the State. All rights, title and interest in Core Software, Developed Modules, and the associated Software Documentation shall remain with FEI and the WITS Collaborative Partnership. 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. All rights, title and interest in Custom Developed Modules and the associated Software Documentation shall remain with the State, and shall be licensed back to FEI as specified in Attachment A to Exhibit J: *WITS Master License Agreement*. All other intellectual property rights in such Deliverables remain with the State.

**5. WITS SOFTWARE ESCROW**

FEI shall not be required to escrow the WITS Software if the following provisions are met:

- a. FEI provides updated copies of the Source Code and Documentation to the State, at intervals agreed upon by the State.

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- b. Source code and Documentation updates shall include but not be limited to, All current System components, Documentation and files necessary to maintain the software and create executable modules for execution of the most current WITS application.

**6. VIRUSES**

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

**7. AUDIT**

Upon forty-five (45) days written notice, FEI may audit the State's use of the programs at FEI's sole expense. The State agrees to cooperate with FEI's audit and provide reasonable assistance and access to information. The State agrees that FEI shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, FEI's audit rights are subject to applicable State and federal laws and regulations.

**8. NON-INFRINGEMENT**

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

- a. Promptly notifies FEI in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives FEI control of the defense and any settlement negotiations; and
- c. Gives FEI 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.

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If FEI believes or it is determined that any of the Material may have violated someone else's intellectual property rights, FEI 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, FEI may end the license, and require return of the applicable Material and refund all fees the State has paid FEI under the Contract. FEI will not indemnify the State if the State alters the Material without FEI's consent or uses it outside the scope of use identified in FEI's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. FEI 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 FEI. FEI 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 FEI without FEI's consent.

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ATTACHMENT A – WITS MASTER LICENSE AGREEMENT

This WITS MASTER LICENSE AGREEMENT (this "Agreement") is entered into and effective as of the \_\_\_ day of \_\_\_\_\_, 2008 by and between FEI INC., a Maryland corporation having its principal offices at 7175 Columbia Gateway Dr. Suite A, Columbia, Md. 21046 (hereinafter referred to as "Licensor") and the State of New Hampshire Department of Health and Human Services, a governmental agency with its principal offices at 127 Pleasant Street, Concord, NH 03301 (hereinafter referred to as "Licensee").

WHEREAS, Licensor is, among other things, a software developer with expertise in developing computer software and systems to be used by various governmental agencies and entities for purposes of interfacing with the U.S. federal government's treatment services system.

WHEREAS, Licensee is desirous of licensing and using Licensor's software to be used in connection with its treatment services system.

THEREFORE, pursuant to the terms and conditions contained herein and any attachments hereto, and for consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. Definitions.

- 1.1. The term "Core Software" shall mean the proprietary software co-authored, co-developed, and co-owned by Licensor and the University of Maryland Bureau of Governmental Research ("BGR") prior to the Effective Date which provides "core" functionality to and is integral in the use and operation of the Licensed Software (defined hereunder).
- 1.2. The term "Developed Module(s)" shall mean one or more pieces of software created by Licensor at the request of one or more third parties (including but not limited to Licensor and BGR) which, when used with the Core Software, add functionality and utility to the Core Software. The Developed Modules in existence as of the Effective Date are listed on Schedule A, attached.
- 1.3. The term "Licensed Software" shall mean the executable software application (both object and Source Code) known as the Web Infrastructure for Treatment Services Systems ("WITS"), consisting of the Core Software, Developed Modules (as listed on Schedule A), Future Developed Modules (as applicable), and other modifications to the Licensed Software from time to time made by Licensor and not related to the addition of enhancements to the software which are not necessary to the basic functions of, and which are not related to the repair of bugs or errors in, the software.
- 1.4. The term "Scope of Work" shall mean that certain document entitled "Scope of Work" entered into by and between the parties separate from this Agreement, which sets forth the commercial terms relating to services (including but not limited to design, development, programming, Implementation, and support services) associated with the Licensed Software. The Scope of Work may make reference to but will not be made a part of this agreement.

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- 1.5. The term "Custom Developed Module(s)" shall mean one or more Developed Modules created by Licensor for Licensee pursuant to the Scope of Work.
  - 1.6. The term "Future Developed Module(s)" shall mean Developed Module(s) not in existence as of the Effective Date but which come into existence at some future date.
  - 1.7. The term "Effective Date" shall mean the date this Agreement is signed by both parties, or at a later date specified in the Agreement once that date has arrived or passed.
2. Grant of License.
- 2.1. Licensor grants to Licensee a non-exclusive, perpetual license to use the Licensed Software in executable form, together with any and all related Documentation, manuals, or instructions, either in hard copy or electronic form, subject to and in accordance with the terms and conditions of this Agreement, such software to be used for purposes of facilitating the organization and/or transfer of Data relating to treatment services.
  - 2.2. Licensee shall have the right to permit its agency, departments and staff within Licensee's organization to use the Licensed Software consistent with the terms of this Agreement.
  - 2.3. It is understood by the parties that Licensee may choose to use as many or as few of the Developed Modules as it may desire, and Licensee may add or eliminate Developed Modules from its Implementation of the Licensed Software at any time.
  - 2.4. Except as otherwise provided herein, Licensor shall license to Licensee, or assign its license in and to, any software drivers or third-party software necessary to run, use, and access the Licensed Software.
  - 2.5. For the term of this agreement the Licensee shall be entitled to receive from Licensor, at no additional charge to Licensee, all upgrades and revisions to the Licensed Software as determined by Licensor to be necessary for the repair of errors or omissions, including but not limited to software bugs.
  - 2.6 Licensee shall be entitled to have access to and use of the Licensed Software Source Code for maintenance, upkeep, and continued private development purposes only. If this agreement is terminated Licensee shall have use of the Licensed Software Source Code which was available up to the time of termination in perpetuity. Notwithstanding the foregoing, Licensee agrees to take reasonable efforts to protect the secrecy and confidentiality of the Source Code and shall not disclose the Source Code to anyone without the prior permission of Licensor.
3. License Back
- 3.1. Licensee grants to Licensor for use by WCP consortium members a non-exclusive license to use, install, modify, offer for sublicense, and sublicense any Custom Developed Module(s) created by Licensor for Licensee, together with any and all related

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Documentation, manuals, or instructions, either in hard copy or electronic form at no cost/fee.

- 3.2. Licensor shall not be required to provide an accounting for or pay royalties to Licensee for any licenses, sublicenses, or other uses of the Custom Developed Module(s) or derivations thereof which are provided to Licensor's licensees, however any derivative software created by Licensor from and using the Source Code of the Custom Developed Module(s) shall be owned by Licensee in accordance with this Agreement, such derivative software to also be subject to these terms of license back.
- 3.3. Licensor shall have the right to use and modify the Source Code to the Custom Developed Module(s) for purposes of enabling the Custom Developed Module(s) to be used by third-party licensees or sub-licensees of Licensor in connection with past or future licenses of the Licensed Software, subject to the obligations of confidentiality contained hereunder.
- 3.4. The obligations under this Section shall survive the termination of this Agreement.

4. Option to License Future Developed Modules.

- 4.1. From time to time after the Effective Date, Licensor may, at its sole discretion, inform Licensee of the existence of Future Developed Modules not in existence as of the Effective Date. Licensee shall have, at its sole discretion, the option to license such Future Developed Modules in accordance with the terms contained herein.
- 4.2. If Licensee shall desire to incorporate such Future Developed Modules into the Licensed Software, Licensee shall advise Licensor in accordance with the notice provisions hereunder, and those Future Developed Modules shall thereafter be made available to Licensee for installation and incorporation into the Licensed Software, and the identity of such Future Developed Modules shall be added to Schedule A by written amendment executed by both parties, thereby becoming part of the Licensed Software as of the date of such written amendment.
- 4.3. If Licensee elects to incorporate Future Developed Modules into the Licensed Software, there shall be no additional charge for such modules. Licensee and Licensor may separately negotiate a cost for any software configuration, customization, or installation services which may be required or requested.

5. Use of the Licensed Software.

- 5.1. Licensee agrees to take all reasonable steps to ensure that all of its employees, contractors, officers, and agents using the Licensed Software are familiar with and abide by the terms and conditions of this Agreement.
- 5.2. Licensee shall, at Licensee's sole cost and expense, purchase and provide the necessary operating System software, computer hardware, and computer-machine interface hardware



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required, Specifications for such hardware and software requirements to be provided by Licensor.

5.3. Licensee agrees that it shall not attempt to reverse engineer, reverse compile, or disassemble the computer code (or any trade secrets or algorithms embodied therein) of the Licensed Software or Developed Module(s).

6. Maintenance and Support.

6.1. Licensor shall not be obligated to provide any maintenance or support services to Licensee under this Agreement. Any maintenance and support services relating to the Licensed Software shall be set forth and governed by the provisions of Exhibit G: *Support and Maintenance*.

7. Documentation and Manuals.

7.1. Licensor shall be obligated to, produce Documentation and written instructions reasonably calculated to instruct and enable Licensee to use and take advantage of the full functionality of the Licensed Software (the "Maintenance Manual"). The Maintenance Manual may be supplied to Licensee by Licensor in a form accessible to Licensee (electronic or hard copy form). The Maintenance Manual may be updated periodically by Licensor, at no additional cost to Licensee, as upgrades, revisions, or other material changes or modifications are made to the Licensed Software, such updates also to be provided in electronic or hard copy formats.

8. Term and Termination.

8.1. This Agreement shall commence on the Effective Date and shall continue in effect thereafter until and unless terminated in accordance with the provisions in Contract Statement of Work, Section 13: *Termination*.

9. Ownership and Derivative Works.

9.1. Licensor represents and warrants that it has the full right and authority to license the Core Software for use by Licensee in connection with the Licensed Software. Licensor represents and warrants that it has the full right and authority to license any Custom Developed Modules for use by Licensee in connection with the Licensed Software.

9.2. The Core Software and all related Documentation, manuals, and instructions are protected by applicable copyright, patent, trademark, or trade secret laws. Licensee agrees to take any reasonable steps necessary to protect the proprietary rights of Licensor and to avoid the infringement, direct or indirect, of such rights.

9.3. All title and rights of ownership in and to the Developed Module(s) and all related Documentation, manuals, and instructions remain with Licensee and are protected by applicable copyright, patent, trademark, or trade secret laws. Licensor shall have the right to use the Custom Developed Module(s) only as specifically provided herein. Licensor

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agrees to take any reasonable steps necessary to protect the proprietary rights of Licensee and to avoid the infringement, direct or indirect, of such rights.

9.4. The obligations under this Section shall survive the termination of this Agreement.

10. Confidentiality.

10.1. Subject to State and federal laws and regulations, including RSA 91-A, the parties to this Agreement agree to maintain all of the terms of this Agreement, any Exhibits, and any attached Addenda, as well as the substance of any discussions, negotiations, and correspondence related to this Agreement in strict confidence, and to keep same from any and all third parties, except such disclosures that are otherwise required by law. In the event of such disclosures, the disclosing party agrees to provide the other party advance notice of its intention to provide such disclosures, including with such notice the name and contact address and telephone number of the entity to whom such disclosures shall be made.

10.2. Subject to State and federal laws and regulations, including RSA 91-A, the parties to this Agreement shall make reasonable efforts to protect the secrecy of all information and documents unless they are exempt from disclosure and the individual documents or information are clearly designated as "exempt". Documents and information identified as "exempt" shall indicate the basis for such exemption. All other information or documents may be open to public inspection and copying. The parties to this Agreement shall indemnify and defend the decision to honor such a designation. The failure of either party to designate as exempt any document or information released by the other party shall constitute a complete waiver of any and all claims for damages caused by any such release. If a request is received for materials claimed exempt, the exempting party shall provide the legal defense for such claim.

10.3. The obligations of secrecy and confidentiality contained in this Section shall be in effect during the term of this Agreement and shall survive termination and remain in effect for a period of five (5) years after termination of this Agreement.

11. Infringement.

11.1. Licensor represents and warrants that Licensor has all right to furnish the Licensed Software in accordance with the terms and conditions of this Agreement and that the Licensed Software and Licensee's use thereof do not and shall not directly or indirectly violate or infringe upon any copyright, patent, trademark, trade secret, or other proprietary or intellectual property right of any third-party. Licensor shall indemnify and hold Licensee and its successors, officers, directors, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of any breach or claimed breach of the foregoing warranty of non-infringement and Licensor shall defend and settle, at its sole expense, all suits or proceedings arising there from.

11.1 Licensee shall immediately inform Licensor of any suit or proceeding against Licensee for which indemnity is claimed under the foregoing warranty of non-infringement.

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Licensee shall have the right to participate in the defense of any such suit or proceeding, at its own expense and through counsel of Licensee's choosing, but may not impede or hamper Licensor's defense of or efforts to settle any such suit or proceeding. Licensor shall have the sole right to conduct the defense of any such suit or proceeding and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing between the parties hereto. Licensor shall notify Licensee of any actions, claims, or suits against Licensor based on an alleged infringement of any party's intellectual property rights in and to the Licensed Software.

- 11.2 Licensor has no obligation in any respect for any claim based on Licensee's unauthorized modification of the Licensed Software or its combination, operation, or use with any product, Data, or apparatus not specified or provided by Licensor, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, Data, or apparatus specified by Licensor.
- 11.3 The obligations under this Section shall survive the termination of this Agreement.
- 11.4 THIS SECTION STATES LICENSOR'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT. ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF NON-INFRINGEMENT ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED.

12 Limited Warranties.

- 12.1 Licensor warrants that the Licensed Software will operate in all material aspects in accordance with the Scope of Work and any Documentation, instruction, directions, or manuals provided by Licensor to Licensee when the Licensed Software is used in accordance with the uses described in the Scope of Work and any Documentation, instructions, directions, or manuals.
- 12.2 Licensor warrants that, at the time the Licensed Software is provided to Licensee, no portion of the Licensed Software shall contain any "time bomb," "Trojan horse," "worm," "drop dead device," "virus," or other routine, device, or undisclosed feature designed to (i) disable, damage, or erase the Licensed Software or any portion thereof or any other Data, or (ii) perform any similar actions that would preclude full use of and access to the Licensed Software by the Licensee.
- 12.3 Licensor warrants that it has the right to grant a license for the use of the Licensed Software.
- 12.4 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH THE LICENSED SOFTWARE, AND ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED. EXCEPT FOR ANY EXPRESS WARRANTIES STATED IN THIS AGREEMENT, IF

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ANY, THE LICENSED SOFTWARE IS PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE LICENSEE.

12.5 LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN LICENSEE WITH RESPECT TO THE LICENSED SOFTWARE OR ANY PART OF IT. THIS AGREEMENT IS NOT INTENDED TO CONFER ANY RIGHTS TO ANY THIRD PARTY BENEFICIARY, AND ONLY LICENSOR AND LICENSEE HAVE THE RIGHT TO ENFORCE ANY OF THE TERMS HEREIN. ANY AND ALL EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED BY LICENSOR AND WAIVED BY LICENSEE.

13 Limitation of Liability.

13.1 Licensor has no obligation in respect to any claim arising out of Licensee's permitted modifications to the Licensed Software or its combination, operation, or use with any product, Data, or apparatus not specified or provided by Licensor or known to Licensor at the time of installation on the Licensed Installation.

13.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, BUSINESS INTERRUPTION, OR FOR LIABILITY TO THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR THE FURNISHING, PERFORMANCE, OR USE OF THE LICENSED SOFTWARE PROVIDED FOR IN THIS LICENSE AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

14 Relationship of the Parties.

14.1 This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as an obligation or be deemed to obligate the parties to enter into any future agreement with respect to the matters set forth in this Agreement or as providing for the sharing of profits or losses arising out of the efforts of either or both parties. Each party shall act as an independent contractor to the other and not as an agent of the other for any purpose whatsoever and neither party shall have any authority to bind the other or enter into any agreement on behalf of the other.

15 Construction.

15.1 The parties each warrant and acknowledge that they have each had equal opportunity to negotiate the terms and conditions and participate in the drafting of this Agreement. Accordingly, this Agreement shall not be construed against any one party as the drafter but

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shall be construed according to its terms equally as to each party. Any rule of construction against the drafter is hereby waived by each of the parties as to this Agreement.

16 Disputes.

- ~~16.1~~ Except for any suit seeking injunctive relief to enforce the proprietary rights or protect the confidential information of either party, the parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a claim or controversy should arise, representatives of the parties shall meet at least once and will attempt in good faith to resolve the dispute. For such purpose, either party may request the other to meet within fifteen (15) days at a mutually agreed upon time and place. If the parties are not able to conduct a meeting within the fifteen (15) day period or to resolve the dispute within thirty (30) days after their first negotiating meeting (or such longer period of time as may be mutually agreed upon), either party may refer the claim or controversy to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the parties agree to participate in the mediation process. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.
- ~~16.2~~ The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to the American Arbitration Association, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.
- ~~16.3~~ The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator at any time be unable or unwilling to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties.
- 16.4 If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this agreement and other rights and remedies afforded to them by law.
- 16.5 The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and Statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 16.6 The parties further agree to share equally the costs of the mediation; such costs will not include costs incurred by a party for representation by counsel at the mediation.

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17 Excusable Delay.

17.1 In no event shall either party be liable one to the other for any delay or failure to perform hereunder, the delay or failure to perform due to causes beyond the control of said party, including, but not limited to, acts of God, acts of the public enemy, terrorism, civil disturbance, acts of any government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions.

18 Notices.

18.1 All notices, orders, directives, requests, or other written communications required or permitted to be given or sent pursuant to this Agreement shall be deemed given (or issued) if sent by overnight courier or first-class mail addressed as follows:

In the case of Licensor to:

FEI.com, Inc.  
7175 Columbia Gateway Dr. Suite A  
Columbia, Md. 21046

In the case of Licensee to:

State of New Hampshire  
Department of Health and Human Services  
Bureau of Drugs and Alcohol Services  
127 Pleasant Street  
Concord, NH 03301

18.2 Either party may, by written notice given in accordance with the foregoing, change its address or designated recipient for notices. Any notice given as aforesaid shall be deemed to have been received on the day after the date of the overnight mail receipt or three (3) working days after deposit in the mail (first-class, postage prepaid), whichever is applicable.

19 Assignment.

19.1 This Agreement is personal to Licensor and Licensee, and shall be binding on the parties and their permitted assigns.

19.2 The rights, duties and obligations of the State under this Agreement may not be assigned by the State in whole or in part by operation of law or otherwise without the prior express written consent of FEI, and any attempted assignment of any rights, duties or obligations hereunder without such consent shall be null and void.

19.3 FEI shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be subcontracted by FEI without the prior written consent of the State.

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20 Miscellaneous

- 20.1 Survival. Any provisions of this Agreement which by their nature or as drafted extend beyond its termination, including without limitation the provisions relating to the obligations of confidentiality of the parties hereunder, and any provisions which survive by action of statute, shall survive the completion, rescission, or termination of this Agreement.
- 20.2 Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.
- 20.3 Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of New Hampshire without regard to its conflict of laws principles.
- 20.4 Modification, Amendment, Supplement, and Waiver. No alteration, modification, attachment, supplement, or exhibit to this Agreement shall be valid unless made in writing, signed by Licensor and Licensee, and approved by the New Hampshire Governor and Executive Council. A failure or delay by either party to this Agreement to enforce, at any time, any of the provisions of this Agreement, to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof shall in no way be construed to be a waiver of any provision of this Agreement.

21 Headings.

- 21.1 The headings of this Agreement are for reference purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms.

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WARRANTY AND WARRANTY SERVICES

**1. WARRANTIES**

**1.1 Software**

FEI 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 warranty, the State's remedy, and FEI's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if FEI cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to FEI 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 FEI cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to FEI for the deficient services.

**1.2 Non-Infringement**

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

- a. Promptly notifies FEI in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives FEI control of the defense and any settlement negotiations; and
- c. Gives FEI 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 FEI believes or it is determined that any of the Material may have violated someone else's intellectual property rights, FEI 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, FEI may end the license, and require return of the applicable Material and refund all fees the State has paid FEI



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under the Contract. FEI will not indemnify the State if the State alters the Material without FEI's consent or uses it outside the scope of use identified in FEI's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. FEI 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 FEI. FEI 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 FEI, without FEI's consent.

**1.3 Viruses; Destructive Programming**

FEI 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**

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

**1.5 Services**

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

**1.6 Personnel**

FEI 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.

**2. WARRANTY SERVICES**

FEI agrees to maintain, repair, and correct Deficiencies in the Software/System, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications and Terms of the Contract, including, without limitation, correcting all errors, and defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and Documentation. Warranty Services shall include, without limitation, the following:

- a. Repair or replace the hardware and Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
- b. FEI will guide the State with possible solutions to resolve issues identified as bugs, to maintain a fully functioning, hosted System.

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- c. FEI shall use a change management policy for notification and tracking of change requests as well as critical outages
- d. For all Warranty Services calls, FEI shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information;
- e. FEI must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- f. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by FEI no later than thirty (30) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

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

Notwithstanding any provision of the Contract, the State's option to declare FEI in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

**WARRANTY PERIOD**

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and shall continue for the full term of the Contract, including any extensions.

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TRAINING SERVICES

**1.0 TRAINING**

State staff and BDAS providers must receive training to correctly understand how to use the functionality in WITS, so that Data will be collected and reported properly. FEI shall provide a combination of on-site training sessions with web-based follow-ups for a variety of user types, which should enable users to manage all aspects of the System.

Description	Basic Assumptions
<b>TRAINING – Phase 1</b>	
Provide training sessions for System and Agency Administrators, Billing Administrators, and Reporting Administrators (which will include SSRS), as well as for providers (4 distinct sessions).	All trainings will allow for 4 follow up web-based review sessions
System-Agency Administrator	2 days
Billing Administrators	1 day
Reporting Administrators (SSRS)	.5 day
Providers	3 consecutive days
<b>TRAINING – Phase 2</b>	
Provide training sessions for System and Agency Administrators, Billing Administrators, as well as for providers (3 distinct sessions).	All trainings will allow for 2 follow up web-based review sessions
System-Agency Administrator	1 day
Billing Administrators	.5 day
Providers	2 consecutive days
<b>TRAINING – Phase 3</b>	
Provide training sessions for System and Agency Administrators, as well as for Reporting Administrators (2 distinct sessions).	All trainings will allow for 1 follow up web-based review session
System-Agency Administrator	.5 day
Reporting Administrators (SSRS)	.5 day
<b>TRAINING – Phase 4</b>	
Provide training session for System and Billing Administrators (1 session).	Training will allow for 1 follow up web-based review session
System-Billing Administrator	.5 day

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EXHIBIT M – NOT APPLICABLE TO THIS CONTRACT

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CONTRACTOR PROPOSAL BY REFERENCE**

FEI Proposal to the Department of Health and Human Services Bureau of Drugs and Alcohol dated September 27, 2009 is incorporated herein by reference.

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CERTIFICATES AND ATTACHMENTS**

Attached are :

- A. FEI Certificate of Vote/Authority
- B. FEI Certificate of Good Standing
- C. FEI Certificate of Insurance
- D. DHHS Standard Certificates
  - i. Standard Exhibits
  - ii. HIPAA Business Associates Agreement



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1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Agreement shall be used only as payment to the Contractor for services provided to eligible individuals and in the furtherance of the aforesaid covenants the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such-eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, the Contractor shall maintain a data file on each recipient of Services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall make available to the Department all forms and documentation regarding eligibility determinations which the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for Services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for Services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Agreement, nothing contained shall be deemed to obligate or require the Department to purchase Services hereunder at a rate which reimburses the Contractor in excess of the Contractor's Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Agreement or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such Costs, or has received payment in excess of such Costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
  - 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs;
  - 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the



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eligibility of individuals for Services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for Services provided to any individual who is found by the Department to be ineligible for such Services at any time during the period of retention of records established herein.

**Records: Maintenance, Retention, Audit, Disclosure, and Confidentiality:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all Costs and other expenses incurred by the Provider in the performance of the Agreement, and all income received or collected by the Provider during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such Costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Program statistical and enrollment, attendance, or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient).

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services;

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. The Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after June 30, 1999.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directed connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
EXHIBIT O - C  
Special Provisions

12. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.), was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"
13. **Debarment, Suspension and Other Responsibility Matters:** If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
14. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide insurance in the amount of \$2 million per incident and instead, accept the insurance provided by contractor in the amount of \$1 million per incident.

**15. Renewal:**

As referenced in the Request for Proposal, Renewals Section, this Agreement has the option to renew for two extensions for two additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
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EXHIBIT O – D  
Certification Regarding Drug-Free Workplace Requirements

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

**ALTERNATIVE I – FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

Contractor Initials: RC  
Date: 7/13/10

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
EXHIBIT O - D

Certification Regarding Drug-Free Workplace Requirements

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

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

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

First Health Services Corporation From: 7/1/10 or date of G&C Approval, whichever is later To: 6/30/13  
Contractor Name Period Covered by this Certification

Rodney E. Conrual Sr. Vice President  
Name and Title of Authorized Contractor Representative

Rodney E. Conrual July 13, 2010  
Contractor Representative Signature Date

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
EXHIBIT O - E  
Certification Regarding Lobbying

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

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

Programs (indicate applicable program covered):

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

Contract Period July 1, 2010 or date of G&C Approval, whichever is later To: June 30, 2013

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

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

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

  
Contractor Signature

Sr. Vice President  
Contractor's Representative Title

Rodney E. Conrad - FEE.com, inc. July 13, 2010  
Contractor Name Date

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
EXHIBIT O – F

**Certification Regarding Debarment, Suspension, And Other Responsibility Matters**

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

**Instructions for Certification**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
EXHIBIT O – F

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

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

**Lower Tier Covered Transactions**

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

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

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

Rodney E. Conrad  
Contractor Signature

Sr. Vice President  
Contractor's Representative Title

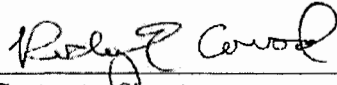
Rodney E. Conrad, FEI.com, Inc.  
Contractor Name

July 13, 2010  
Date

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
EXHIBIT O - G  
Certification Regarding The Americans With Disabilities Act Compliance

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

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

 _____ Contractor Signature	Sr. Vice President _____ Contractor's Representative Title
Rodney E. Conrad, FEL.com, Inc. _____ Contractor Name	July 13, 2010 _____ Date




STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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EXHIBIT O - H

Certification Regarding Environmental Tobacco Smoke

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

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

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

  
Contractor Signature

Sr. Vice President  
Contractor's Representative Title

Rodney E. Conrad, FEL.com, Inc  
Contractor Name

July 13, 2010  
Date

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
EXHIBIT O – I  
Health Insurance Portability and Accountability Act  
Business Associate Agreement

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-91 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions – All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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EXHIBIT O – I

**Health Insurance Portability and Accountability Act**  
**Business Associate Agreement**

- b. Business Associate may use or disclose PHI:
- (i) for the proper management and administration of the Business Associate;
  - (ii) as required by law, pursuant to the terms set forth in paragraph d below; or
  - (iii) for data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.
- b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) b and (3) k. herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights enforceable and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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EXHIBIT O – I  
**Health Insurance Portability and Accountability Act**  
**Business Associate Agreement**

relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
EXHIBIT O - I  
Health Insurance Portability and Accountability Act  
Business Associate Agreement

(5) Termination for Cause

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

(6) Miscellaneous

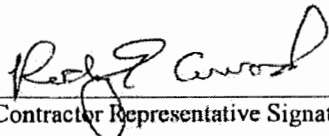
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and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

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

Dept of Health & Human Services  
Bureau of Drug and Alcohol Services  
State of New Hampshire Agency Name

FEL.com, Inc.  
Contractor Name

\_\_\_\_\_  
Signature of Authorized Representative

  
Contractor Representative Signature

\_\_\_\_\_  
Authorized DHHS Representative Name

Rachney E. Conrad  
Authorized Contractor Representative Name

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES  
2010-035 DHHS STATE OUTCOMES MEASUREMENT AND MANAGEMENT SYSTEM  
EXHIBIT O-1  
Health Insurance Portability and Accountability Act  
Business Associate Agreement

Director  
Authorized DHHS Representative Title

Sr. Vice President  
Authorized Contractor Representative Title

\_\_\_\_\_  
Date

July 13, 2010  
Date