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

Denis Goulet
Commissioner

April 26, 2016

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

REQUESTED ACTION

1) Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Health and Human Services (DHHS), to enter into a **SOLE SOURCE** contract amendment with Interactive Voice Applications, Inc. (IVA) of Dallas, Texas (VC# 172579), in the amount of \$54,000, from \$155,000 to \$209,000, for software enhancements and to extend the ongoing support, maintenance, and hosting services provided for the email-based Random Moment Sample service.

2) Further authorize DoIT to extend the contract for three additional years, from July 1, 2016 to June 30, 2019 for the provision of those services.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 58% General Funds and 42% Federal Funds. Funding is available in the following account, as follows with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified and subject to approval of the future biennial budgets.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT	TOTALS
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC			
2017	01-03-03-030010-76950000- DoIT- IT for DHHS 038-500176 – Online Services	03950121	\$15,000.00	\$18,000.00
		03950174	\$3,000.00	
2018	01-03-03-030010-76950000 - DoIT- IT for DHHS 038- 500176 - Online Services	03950121	\$15,000.00	\$18,000.00
		03950174	\$3,000.00	
2019	01-03-03-030010-76950000 - DoIT- IT for DHHS 038- 500176 - Online Services	03950121	\$15,000.00	\$18,000.00
		03950174	\$3,000.00	
			GRAND TOTAL	\$54,000.00

EXPLANATION

This contract amendment is sole source because the application works well and it is less expensive to purchase annual maintenance than to procure and implement a new system. IVA is the only vendor with technical access and legal authority to maintain this software.

On December 21, 2006, the Department of Information Technology and the Department of Health and Human Services (DHHS) issued Request for Bid (RFB) 2007-067: ONLINE EMAIL BASED RANDOM MOMENT SAMPLE SERVICE, for a qualified vendor to provide software to support the DHHS cost allocation process. Email notification of the bid issuance was sent to over 200 interested information technology vendors. A legal notice was published for three (3) days in the statewide newspaper, The Union Leader. Two companies submitted proposals: Interactive Voice Applications, Inc. and Public Consulting Group, Inc. DHHS determined that Interactive Voice Applications, Inc. met the minimum qualifications of RFB 2007-067 and since their bid was the lower of the two, they were selected as the winner of this bid competition. The Governor and Executive Council approved this contract on June 13, 2007, Item #20, and subsequently amended it on October 3, 2012, Item #5; June 19, 2013, Item #24.

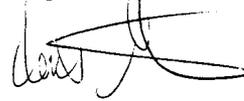
This service has allowed DHHS to replace a manual Random Moment Sample process, which formerly required DHHS staff to make 5,000 initial phone calls per quarter. During these calls, staff had to obtain program/activity codes from Family Service Specialists, Child Protective Service Workers, and Juvenile Probation and Parole Officers, then document the responses, make follow-up calls as necessary, and enter the data into a computer system to generate statistics to use in allocating costs to federal programs.

Email based Random Moment Sample service is being utilized by many states as it provides increased efficiency, accuracy, and clearly documented audit trails, as well as on-line training and management reports, not currently available. Use of this service has enabled DHHS to eliminate the manual process of making 5000 calls per quarter.

DHHS estimates that the 100% other funds at DoIT will be 42% federal and 58% General Funded out of their Class 027 appropriation.

Consideration of this request is respectfully requested.

Respectfully submitted,



Denis Goulet
Commissioner

DG/mh
Contract #2007-067C
A&E RID #18527



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Denis Goulet
Commissioner

April 26, 2016

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to have DoIT amend a contract with Interactive Voice Applications, Inc. (IVA) of Dallas, Texas as described below and referenced as DoIT No. 2007-067C.

This is a request to amend a contract for software enhancements and to extend the ongoing support, maintenance, and hosting services provided for the email-based Random Moment Sample service. The amount of the contract amendment is \$54,000.00, increasing the total contract amount from \$155,000.00 to \$209,000.00. The amendment will become effective upon Governor and Executive Council approval through June 30, 2019.

This letter will accompany the Department of Information Technology's submission to Governor and Council.

Sincerely,

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

Denis Goulet

DG/mh
2007-067C
A&E RID #18527

cc: Grant Beckman, DHHS

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2007-067, on June 13, 2007, Item #20, and amendment on October 3, 2012 (Item #5), and again on June 19, 2013 (Item #24) (herein after referred to as the "Agreement"), Interactive Voice Applications, Inc. (IVA), of Dallas, TX, (VC #124608) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Health and Human Services, certain sums as specified therein;

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

WHEREAS, federal regulations require the Department of Health and Human Services revise the Random Moment Sample software to maintain program compliance:

WHEREAS, the Department wishes to engage IVA for three additional years to provide support, maintenance, and hosting services for the IVA Random Moment Sample service;

WHEREAS, the Department wishes to extend the contract expiration date to June 30, 2019; and

WHEREAS, the Department wishes to increase the Contract price by \$54,000 to bring the total contract price to \$209,000.

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:

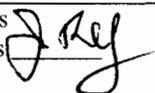
The Agreement is hereby amended as follows:

1. Amend Section 1.6 of the Agreement (Page 1) by amending the completion date from June 30, 2016 to June 30, 2019;
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$54,000 from \$155,000 to \$209,000.

3. The Agreement is further amended as described in Table 1:

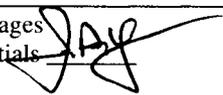
Table 1

Contract #2007-067	AMENDED TEXT
Statement of Work (SOW) Section Number	
SOW Section 1.2 Order of Precedence	<p>Delete Section 1.2 Order of Precedence, and replace with:</p> <p>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:</p> <ol style="list-style-type: none"> a. <i>The State of New Hampshire Terms and Conditions</i>, as stated in Form P-37 and the Request for Bid 2007-067. b. State of New Hampshire, Office of Information Technology Contract 2007-067. c. Contract 2007-067 Amendment A d. Contract 2007-067 Amendment B e. Contract 2007-067 Amendment C f. RFB 2007-067 Online Email Based Random Moment Sample Service dated December 21, 2006 with Addendum #1 incorporated; then g. The IVA Proposal to RFB 2007-067, dated January 17, 2007.



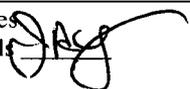
**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT C**

SOW Section 2.1 Term	Delete the following language from Section 2.1 Term: The Contract shall begin on the Effective Date and extend through June 30, 2016. And replace with: The Contract shall begin on the Effective Date and extend through June 30, 2019.				
SOW Section 4.4 State Contract 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: Michael O'Neil Department of Information Technology 27 Hazen Drive Concord NH 03301 TEL: (603) 230-3459 EMAIL: michael.oneil@doit.nh.gov				
SOW Section 4.5 State Project Manager	4.5 State Project Manager The State shall assign a project manager. The State Project Manager's duties shall include the following: a. Leading the Project; b. Engaging and managing all Contractors; c. Managing significant issues and risks. d. Reviewing and accepting Contract Deliverables; e. Invoice sign-offs; f. Review and approval of Change proposals; and g. Managing stakeholders' concerns. The State Project Manager is: Grant Beckman Department of Health and Human Services 129 Pleasant Street, Concord, NH 03301 TEL: (603) 271-9393 EMAIL: gbeckman@dhhs.state.nh.us				
Contract # 2007-067 Exhibit A Section Number	AMENDED TEXT				
Section 2.2 Implementation Schedule – Activities, Deliverables, and Milestones	Add the following to the table in Section 2.2: <table border="1" data-bbox="442 1541 1364 1604"> <tr> <td data-bbox="442 1541 508 1604">18</td> <td data-bbox="508 1541 905 1604">Ongoing technical support and maintenance (Operations)</td> <td data-bbox="905 1541 1136 1604">Non-Software</td> <td data-bbox="1136 1541 1364 1604">On-going</td> </tr> </table>	18	Ongoing technical support and maintenance (Operations)	Non-Software	On-going
18	Ongoing technical support and maintenance (Operations)	Non-Software	On-going		
Contract # 2007-067 Exhibit B Section Number	AMENDED TEXT				
Section 1 Deliverable Payment Schedule	Delete the first paragraph of Section 1: Deliverable Payment schedule and replace with:				



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ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
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	<p>Firm Fixed Price This is a Firm Fixed Price (FFP) Contract totaling \$209,000 for the period from the Effective Date through June 30, 2019. IVA shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow IVA 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>Section 1 Deliverable Payment Schedule</p>	<p>Add the following lines to Table 1: Activity, Deliverable, or Milestone Price and Payment Table:</p> <table border="1" data-bbox="530 541 1281 743"> <tr> <td data-bbox="530 541 588 604">11</td> <td data-bbox="588 541 882 604">Eleventh Year Operation Cost</td> <td data-bbox="882 541 1004 604">Non-Software</td> <td data-bbox="1004 541 1141 604">6/30/2017</td> <td data-bbox="1141 541 1281 604">18,000</td> </tr> <tr> <td data-bbox="530 604 588 674">12</td> <td data-bbox="588 604 882 674">Twelfth Year Operation Cost</td> <td data-bbox="882 604 1004 674">Non-Software</td> <td data-bbox="1004 604 1141 674">6/30/2018</td> <td data-bbox="1141 604 1281 674">18,000</td> </tr> <tr> <td data-bbox="530 674 588 743">13</td> <td data-bbox="588 674 882 743">Thirteenth Year Operation Cost</td> <td data-bbox="882 674 1004 743">Non-Software</td> <td data-bbox="1004 674 1141 743">6/30/2019</td> <td data-bbox="1141 674 1281 743">18,000</td> </tr> </table>	11	Eleventh Year Operation Cost	Non-Software	6/30/2017	18,000	12	Twelfth Year Operation Cost	Non-Software	6/30/2018	18,000	13	Thirteenth Year Operation Cost	Non-Software	6/30/2019	18,000
11	Eleventh Year Operation Cost	Non-Software	6/30/2017	18,000												
12	Twelfth Year Operation Cost	Non-Software	6/30/2018	18,000												
13	Thirteenth Year Operation Cost	Non-Software	6/30/2019	18,000												
<p>Section 2 Total Contract Price</p>	<p>Delete Section 2 and replace with:</p> <p>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 \$209,000 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to IVA for all fees and expenses, of whatever nature, incurred by IVA 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>Section 3 Invoicing</p>	<p>Delete the following language from Section 3:</p> <p>Invoices shall be sent to: Department of Health and Human Services Reporting and Analysis Services c/o Adrian Henderson 129 Pleasant Street Concord, NH 03301</p> <p>And replace with:</p> <p>Invoices shall be sent to: Department of Health and Human Services Reporting and Analysis Services c/o Grant Beckman 129 Pleasant Street Concord, NH 03301</p>															



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT C

Table 2 Contract 2007-067 - ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	APPROVAL DATE	CONTRACT AMOUNT
2007-067	Original Contract	June 13, 2007 Item #20	\$85,000
2007-067 Amendment A	First Amendment	Oct. 3, 2012 Item #5	\$30,000
2007-067 Amendment B	Second Amendment	June 19, 2013 Item #24	\$40,000
2007-067 Amendment C	Third Amendment	Upon G&C Approval	\$54,000
	CONTRACT TOTAL		\$209,000

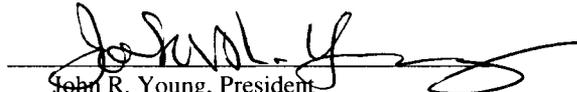
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT C**

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.



John R. Young, President
Interactive Voice Applications, Inc Date: 4/22/2016

Corporate Signature Notarized:

STATE OF Texas

COUNTY OF ~~Dallas~~ Tarrant

On this the 25~~22~~ day of April, 2016, before me, Allison Welch Cox, the undersigned Officer John R. Young, personally appeared and acknowledged her/himself to be the President, of Interactive Voice Applications, a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as John R. Young, President.

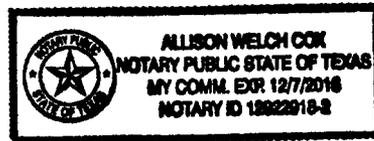
IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission Expires: 12-17-16

(SEAL)



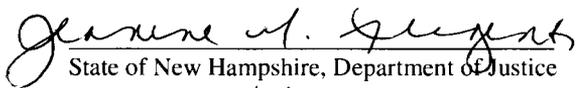
State of New Hampshire



Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

Date: 4/22/2016

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



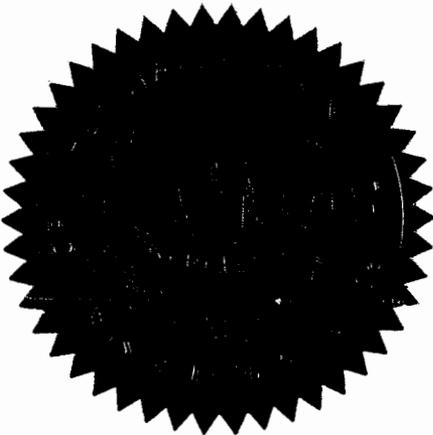
State of New Hampshire, Department of Justice
Attorney

Date: 5/2/2016

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 Interactive Voice Applications, Inc. a(n) Texas corporation, is authorized to transact business in New Hampshire and qualified on April 12, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April, A.D. 2016

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

William M. Gardner
Secretary of State



Ms. Mikki C. Hughes
BFA/Contract Unit
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

April 14th, 2016

Dear Ms. Hughes,

Attached please find the New Hampshire Certificate of Good Standing necessary for one or more of the contracts between the State of New Hampshire and our company, Interactive Voice Applications, Inc.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "John R. Young". The signature is written in a cursive style with a long horizontal flourish extending to the right.

President
john@ivacsp.com
(817) 609-8116 (Office)
(214) 361-2686 (Fax)

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Charnette Young, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Interactive Voice Applications, Inc.
(Corporation Name)
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 April 22, 2016:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, _____, for the provision of

ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE services.

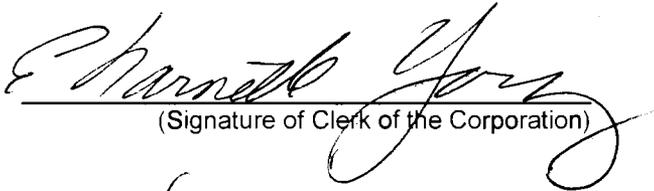
RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22nd day of April, 2016.
(Date Contract Signed)

4. John R. Young is the duly elected
President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.


(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

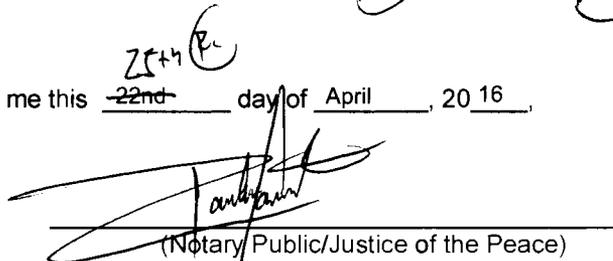
County of Dallas

The forgoing instrument was acknowledged before me this 25th day of April, 2016.

By Charnette Young
(Name of Clerk of the Corporation)

(NOTAR




(Notary Public/Justice of the Peace)
Commission Expires: 6-4-16



CERTIFICATE OF LIABILITY INSURANCE

SBB
R054DATE (MM/DD/YYYY)
4/25/2016

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

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

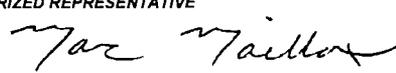
PRODUCER BALDWIN-COX AGENCY LLC/PHS 507965 P: (866) 467-8730 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		
INSURED INTERACTIVE VOICE APPLICATIONS, INC PO BOX 670991 DALLAS TX 75367	INSURER A: Hartford Lloyd's Ins Co		NAIC# 38253
	INSURER B: Trumbull Ins Co		27120
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab			46 SBM VG6803	04/16/2016	04/16/2017	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 SBM VG6803	04/16/2016	04/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46 WBC AN9165	03/27/2016	03/27/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER NH Department of Information Technology 27 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

07
24
MAY 13 AM 11:54 DAS

Peter C. Hastings
Acting Commissioner

May 23, 2013

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

Sole Source

REQUESTED ACTION

1. Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Health and Human Services (DHHS), to enter into a **SOLE SOURCE** contract amendment with Interactive Voice Applications, Inc. (IVA) of Dallas, Texas (VC# 172579), in the amount of \$40,000, from \$115,000 to \$155,000, for software enhancements and to extend the ongoing support, maintenance, and hosting services provided for the email-based Random Moment Sample service.
2. Further authorize DoIT to extend the contract for two additional years, from July 1, 2014 to June 30, 2016 for the provision of those services.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is **58% General Funds and 42% Federal Funds**. Funding is available in the following account, as follows with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified and subject to approval of the future biennial budgets.

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	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT)DESC			
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2015	01-03-03-030010-76950000 - DoIT- IT for DHHS 038- 500176 - Online Services	03950121	\$15,000.00	\$15,000.00
2016	01-03-03-030010-76950000 - DoIT- IT for DHHS 038- 500176 - Online Services	03950121	\$15,000.00	\$15,000.00
	Contract #1002142		GRAND TOTAL	\$40,000.00

Her Excellency, Margaret Wood Hassan
And the Honorable Executive Council
May 23, 2013
Page 2

EXPLANATION

This contract amendment is sole source because Interactive Voice Applications, Inc. is the sole owner of the proprietary software code. They are the only vendor with technical access and legal authority to maintain this software.

On December 21, 2006, the Department of Information Technology and the Department of Health and Human Services (DHHS) issued Request for Bid (RFB) 2007-067: *ONLINE EMAIL BASED RANDOM MOMENT SAMPLE SERVICE*, for a qualified vendor to provide software to support the DHHS cost allocation process. Email notification of the bid issuance was sent to over 200 interested information technology vendors. A legal notice was published for three (3) days in the statewide newspaper, the Union Leader. Two companies submitted proposals: Interactive Voice Applications, Inc. and Public Consulting Group, Inc. DHHS determined that Interactive Voice Applications, Inc. met the minimum qualifications of RFB 2007-067 and since their bid was the lower of the two, they were selected as the winner of this bid competition. The Governor and Executive Council approved this contract on June 13, 2007, Item #20.

Under this firm fixed price contract, Interactive Voice Applications, Inc. software performs email random moment sample services for the Department of Health and Human Services for Fiscal Years 2008 through 2016. The funding for \$30,000 will be used to purchase the necessary ongoing software maintenance and technical support to keep the application working and maintain security standards. Technical support for the system administrators is also provided. The additional \$10,000 will be used to enhance the applications as specified by the federal government for program compliance.

This service has allowed DHHS to replace a manual Random Moment Sample process, which formerly required DHHS staff to make 5,000 initial phone calls per quarter. During these calls, staff had to obtain program/activity codes from Family Service Specialists, Child Protective Service Workers, and Juvenile Probation and Parole Officers, then document the responses, make follow-up calls as necessary, and enter the data into a computer system to generate statistics to use in allocating costs to federal programs.

Email based Random Moment Sample service is being utilized by many states as it provides increased efficiency, accuracy, and clearly documented audit trails, as well as on-line training and management reports, not currently available. Use of this service has enabled DHHS to eliminate the manual process of making 5000 calls per quarter.

DHHS estimates that the 100% other funds at DoIT will be 42% federal and 58% General Funded out of their Class 027 appropriation.

Consideration of this request is respectfully requested.

Respectfully submitted,



Peter C. Hastings

PCH/ltn
Contract #2007-067
A&E RID #12824



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

Peter C. Hastings
Acting Commissioner

May 23, 2013

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to have the DoIT amend a contract with Interactive Voice Applications, Inc. (IVA) of Dallas, Texas as described below and referenced as DoIT No. 2007-067B.

This is a request to amend a contract for enhancements and the renewal of support and maintenance for email-based Random Moment Sample services that replaced the in-house, non-email based software formerly used at the Department of Health and Human Services (DHHS). The amendment will become effective upon Governor and Executive Council approval through June 30, 2016. The amount of the contract amendment \$40,000 increasing the total contract amount from \$115,000 to \$155,000.00. This project is set forth in the DHHS Strategic Information Technology Plan: Project Number 85 titled: *OMBP/EDW, Redesign, Rebuild of FARS*, dated October 21, 2005, Section VII.

This letter will accompany the Department of Information Technology's submission to Governor and Council.

Sincerely,



Peter C. Hastings

PCH/ltn
A&E RID #12824

cc: Aiden Henderson, DoIT
Leslie Mason, DoIT
Adrian Wayland, DHHS

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2007-067, on June 13, 2007, Item #20 (herein after referred to as the "Agreement"), Interactive Voice Applications, Inc. (IVA), of Dallas, TX, (VC #124608) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Health and Human Services, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: 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, federal regulations require the Department of Health and Human Services revise the Random Moment Sample software to maintain program compliance:

WHEREAS, the Department wishes to engage IVA for two additional years to provide support, maintenance, and hosting services for the IVA Random Moment Sample service;

WHEREAS, the Department wishes to increase the Contract price by \$40,000 to bring the total contract price to \$155,000.

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 1.6 of the Agreement (Page 1) by amending the completion date from June 30, 2014 to June 30, 2016;
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$40,000 from \$115,000 to \$155,000.
3. The Agreement is further amended as described in Table 1:

Table 1

Contract #2007-067 Statement of Work (SOW) Section Number	AMENDED TEXT
SOW Section 1.2 Contract Documents	<p>Delete Section 1.2 Order of Precedence, and replace with:</p> <p>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:</p> <ol style="list-style-type: none"> a. <i>The State of New Hampshire Terms and Conditions</i>, as stated in Form P-37 and the Request for Bid 2007-067. b. State of New Hampshire, Office of Information Technology Contract 2007-067. c. Contract 2007-067 Amendment A d. Contract 2007-067 Amendment B e. RFB 2007-067 Online Email Based Random Moment Sample Service dated December 21, 2006 with Addendum #1 incorporated; then

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT B**

	f. The IVA Proposal to RFB 2007-067, dated January 17, 2007.																																				
SOW Section 2.1 Term	Delete the following language from Section 2.1 Term: The Contract shall begin on the Effective Date and extend through June 30, 2014. And replace with: The Contract shall begin on the Effective Date and extend through June 30, 2016.																																				
Contract # 2007-067 Exhibit A Section Number	AMENDED TEXT																																				
Section 2.2 Deliverables, Milestones, & Activities Schedule	Delete Line #10 of Table 2.2 Implementation Schedule – Activities / Deliverables / Milestones, and replace with: <table border="1" style="margin-left: 40px;"> <tr> <td style="text-align: center;">10</td> <td>Provide technical support services</td> <td style="text-align: center;">Non-Software</td> <td style="text-align: center;">5/1/07-6/30/16</td> </tr> <tr> <td colspan="4">RMS Changes – Code and Response Updates as described in Attachment A</td> </tr> <tr> <td style="text-align: center;">11</td> <td>Implement new DCYF codes</td> <td style="text-align: center;">Software</td> <td style="text-align: center;">6/30/2014</td> </tr> <tr> <td style="text-align: center;">12</td> <td>Add client name to DCYF response pages</td> <td style="text-align: center;">Software</td> <td style="text-align: center;">6/30/2014</td> </tr> <tr> <td style="text-align: center;">13</td> <td>Implement an Expiration Date for each Sample</td> <td style="text-align: center;">Software</td> <td style="text-align: center;">6/30/2014</td> </tr> <tr> <td style="text-align: center;">14</td> <td>Re-construct web pages for compatibility with W3C and mobile standard browsers</td> <td style="text-align: center;">Software</td> <td style="text-align: center;">6/30/2014</td> </tr> <tr> <td style="text-align: center;">15</td> <td>Add an employee description box to response pages</td> <td style="text-align: center;">Software</td> <td style="text-align: center;">6/30/2014</td> </tr> <tr> <td style="text-align: center;">16</td> <td>New feature training</td> <td style="text-align: center;">Software</td> <td style="text-align: center;">6/30/2014</td> </tr> <tr> <td style="text-align: center;">17</td> <td>Comply with Open-Standards development as required by the State of New Hampshire</td> <td style="text-align: center;">Software</td> <td style="text-align: center;">6/30/2014</td> </tr> </table>	10	Provide technical support services	Non-Software	5/1/07-6/30/16	RMS Changes – Code and Response Updates as described in Attachment A				11	Implement new DCYF codes	Software	6/30/2014	12	Add client name to DCYF response pages	Software	6/30/2014	13	Implement an Expiration Date for each Sample	Software	6/30/2014	14	Re-construct web pages for compatibility with W3C and mobile standard browsers	Software	6/30/2014	15	Add an employee description box to response pages	Software	6/30/2014	16	New feature training	Software	6/30/2014	17	Comply with Open-Standards development as required by the State of New Hampshire	Software	6/30/2014
10	Provide technical support services	Non-Software	5/1/07-6/30/16																																		
RMS Changes – Code and Response Updates as described in Attachment A																																					
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13	Implement an Expiration Date for each Sample	Software	6/30/2014																																		
14	Re-construct web pages for compatibility with W3C and mobile standard browsers	Software	6/30/2014																																		
15	Add an employee description box to response pages	Software	6/30/2014																																		
16	New feature training	Software	6/30/2014																																		
17	Comply with Open-Standards development as required by the State of New Hampshire	Software	6/30/2014																																		
Contract # 2007-067 Exhibit B Section Number	AMENDED TEXT																																				
Section 1 Deliverable Payment Schedule	Delete the first paragraph of Section 1: Deliverable Payment schedule and replace with: Firm Fixed Price This is a Firm Fixed Price (FFP) Contract totaling \$155,000 for the period from the Effective Date through June 30, 2016. IVA shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow IVA to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:																																				

Initial all pages
Vendor Initials

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT B**

Section 1 Deliverable Payment Schedule	<p>Add the following lines to Table 1: Activity, Deliverable, or Milestone Price and Payment Table:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">5</td> <td>Sixth Year Operation Cost</td> <td style="text-align: center;">Non-Software</td> <td style="text-align: center;">6/30/2012</td> <td style="text-align: center;">15,000</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Seventh Year Operation Cost</td> <td style="text-align: center;">Non-Software</td> <td style="text-align: center;">6/30/2013</td> <td style="text-align: center;">15,000</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Eighth Year Operation Cost</td> <td style="text-align: center;">Non-Software</td> <td style="text-align: center;">6/30/2014</td> <td style="text-align: center;">15,000</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Ninth Year Operation Cost</td> <td style="text-align: center;">Non-Software</td> <td style="text-align: center;">6/30/2015</td> <td style="text-align: center;">15,000</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Tenth Year Operation Cost</td> <td style="text-align: center;">Non-Software</td> <td style="text-align: center;">6/30/2016</td> <td style="text-align: center;">15,000</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Implement changes to the RMS system as described in Attachment A: Code and Response Updates</td> <td style="text-align: center;">Software</td> <td style="text-align: center;">6/30/2014</td> <td style="text-align: center;">10,000</td> </tr> </table>	5	Sixth Year Operation Cost	Non-Software	6/30/2012	15,000	6	Seventh Year Operation Cost	Non-Software	6/30/2013	15,000	6	Eighth Year Operation Cost	Non-Software	6/30/2014	15,000	6	Ninth Year Operation Cost	Non-Software	6/30/2015	15,000	6	Tenth Year Operation Cost	Non-Software	6/30/2016	15,000	7	Implement changes to the RMS system as described in Attachment A: Code and Response Updates	Software	6/30/2014	10,000
5	Sixth Year Operation Cost	Non-Software	6/30/2012	15,000																											
6	Seventh Year Operation Cost	Non-Software	6/30/2013	15,000																											
6	Eighth Year Operation Cost	Non-Software	6/30/2014	15,000																											
6	Ninth Year Operation Cost	Non-Software	6/30/2015	15,000																											
6	Tenth Year Operation Cost	Non-Software	6/30/2016	15,000																											
7	Implement changes to the RMS system as described in Attachment A: Code and Response Updates	Software	6/30/2014	10,000																											
Section 2 Total Contract Price	<p>Delete Section 2 and replace with:</p> <p>2. TOTAL CONTRACT PRICE</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 \$155,000 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to IVA for all fees and expenses, of whatever nature, incurred by IVA 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>																														

Table 2 Contract 2007-067 - ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	APPROVAL DATE	CONTRACT AMOUNT
2007-067	Original Contract	June 13, 2007 Item #20	\$85,000
2007-067 Amendment A	First Amendment	Oct. 3, 2012 Item #5	\$30,000
2007-067 Amendment B	Second Amendment	Upon G&C Approval	\$40,000
CONTRACT TOTAL			\$155,000

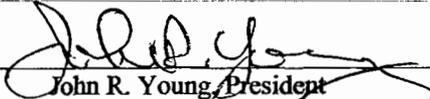
Initial all pages
Vendor Initials

[Handwritten Signature]

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT B

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.

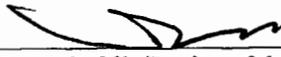

John R. Young, President
Interactive Voice Applications, Inc

Date: 5/14/13

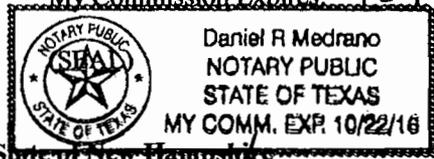
Corporate Signature Notarized:
STATE OF TEXAS
COUNTY OF DALLAS

On this the 14th day of May, 2013, before me, John Young, the undersigned Officer President, personally appeared and acknowledged her/himself to be the President of Interactive Voice Applications, Inc a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as John Young.

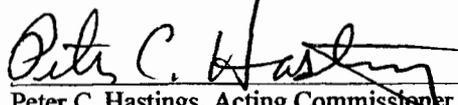
IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

My Commission Expires: 10/22/2016

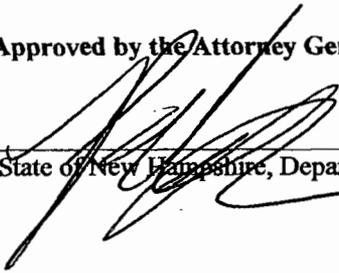


State of New Hampshire

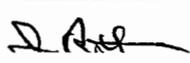

Peter C. Hastings, Acting Commissioner
State of New Hampshire
Department of Information Technology

Date: 5/22/13

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


State of New Hampshire, Department of Justice

Date: 5/24/13



CERTIFICATE

Interactive Voice Applications, Inc.

I, Charnette K. Young, Secretary of Interactive Voice Applications, Inc., do hereby certify that:

- 1) I am the duly elected and acting Secretary of Interactive Voice Applications, Inc., a Texas corporation (the "Corporation");
- 2) I maintain and have custody of and am familiar with the Seal and minute books of the
- 3) Corporation;
- 4) I am duly authorized to issue certificates;
- 5) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 14th day of May, 2013, which meeting was duly held in accordance with Texas law and the by-laws of the Corporation:

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

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

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

John R. Young President

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 14th day of May, 2013.

Charnette K. Young
Name

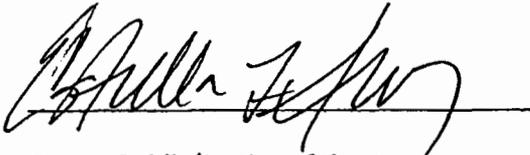
Director of operation
Title

STATE OF TEXAS

COUNTY OF Dallas

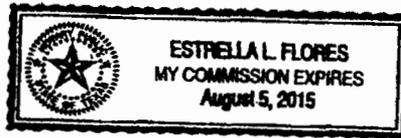
On this the 14th day of May, 2013, before me, Charnette K. Young, the undersigned Officer, personally appeared and acknowledged herself to be the Secretary of Interactive Voice Applications, Inc., and that she, as such Secretary being authorized to do so, executed the foregoing Instrument for the purposes therein contained, by signing the name of the corporation by herself as Interactive Voice Applications, Inc.

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



Notary Public/Justice of the Peace

My Commission Expires: 8/05/2015

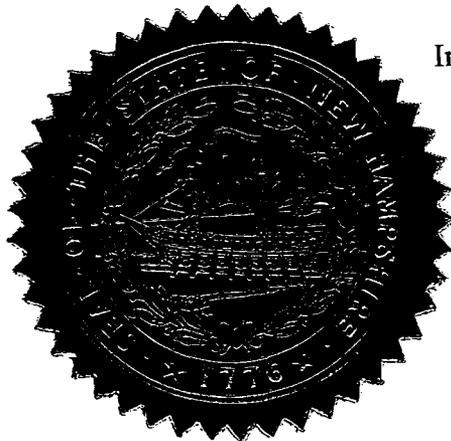


State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Interactive Voice Applications, Inc. a(n) Texas corporation, is authorized to transact business in New Hampshire and qualified on April 12, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

INTER-5 OP ID: JH

DATE (MM/DD/YYYY)
05/07/13

PRODUCER BALDWIN-COX AGENCY Insurance & Construction Bonds 5930 Preston View Blvd Ste 200 Dallas, TX 75240 Ron Davidson		972-644-2688	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Interactive Voice Applications Charrette Young P. O. Box 670991 Dallas, TX 75367		INSURERS AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

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

INSR LTR	ADDTL INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	46 SBM VG 6603	04/16/13	04/16/14	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46 SBM VG 6603-01	04/16/13	04/16/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

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

CERTIFICATE HOLDER

State of NH
 Dept of Information Technology
 Commissioner
 27 Hazen Drive
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

William A. Baldwin

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD



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

S. William Rogers
Commissioner

September 12, 2012

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

REQUESTED ACTION

1. Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Health and Human Services (DHHS), to enter into a **sole-source retroactive** contract amendment with Interactive Voice Applications, Inc. (IVA) of Dallas, Texas (VC# 172579), in the amount of \$30,000, from \$85,000 to \$115,000, to extend the ongoing support, maintenance, and hosting services provided for the email-based Random Moment Sample service.
2. Further authorize DoIT to extend the contract for two additional years, from July 1, 2012 to June 30, 2014 for the provision of those services.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 58% General Funds and 42% Federal Funds. Funding is available in the following account, as follows with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified and subject to approval of the future biennial budgets.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG-UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT	TOTALS
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC			
2013	01-03-03-030010-76950000- DoIT- IT for DHHS 038-500176 - Web and Online Software	03950121	\$15,000.00	\$15,000.00
2014	01-03-03-030010-76950000 - DoIT- IT for DHHS 038- 500176 - Web and Online Software	03950121	\$15,000.00	\$15,000.00
	Contract #1002142		GRAND TOTAL	\$30,000.00

EXPLANATION

The contract is **sole-source** because IVA owns the intellectual property and is the only vendor that can access the software code to perform the maintenance obligations. This contract is **retroactive** because IVA did not submit the quotation for this amendment in a timely manner.

His Excellency, Governor John Lynch
And the Honorable Executive Council
September 12, 2012
Page 2

On December 21, 2006, the Department of Information Technology and the Department of Health and Human Services (DHHS) issued Request for Bid (RFB) 2007-067: *ONLINE EMAIL BASED RANDOM MOMENT SAMPLE SERVICE*, for a qualified vendor to provide software to support the DHHS cost allocation process. Email notification of the bid issuance was sent to over 200 interested information technology vendors. A legal notice was published for three (3) days in the statewide newspaper, the Union Leader. Two companies submitted proposals: Interactive Voice Applications, Inc. and Public Consulting Group, Inc. DHHS determined that Interactive Voice Applications, Inc. met the minimum qualifications of RFB 2007-067 and since their bid was the lower of the two, they were selected as the winner of this bid competition. The Governor and Executive Council approved this contract on June 13, 2007, Item #20.

Under this firm fixed price contract, Interactive Voice Applications, Inc. software performs email random moment sample services for the Department of Health and Human Services for Fiscal Years 2008 through 2014. The additional funding for \$30,000 will be used to purchase the necessary ongoing software maintenance and technical support to keep the application working and maintain security standards. Technical support for the system administrators is also provided.

This service has allowed DHHS to replace a manual Random Moment Sample process, which formerly required DHHS staff to make 5,000 initial phone calls per quarter. During these calls, staff had to obtain program/activity codes from Family Service Specialists, Child Protective Service Workers, and Juvenile Probation and Parole Officers, then document the responses, make follow-up calls as necessary, and enter the data into a computer system to generate statistics to use in allocating costs to federal programs.

Email based Random Moment Sample service is being utilized by many states as it provides increased efficiency, accuracy, and clearly documented audit trails, as well as on-line training and management reports, not currently available. Use of this service has enabled DHHS to eliminate the manual process of making 5000 calls per quarter.

DHHS estimates that the 100% other funds at DoIT will be 42% federal and 58% General Funded out of their Class 027 appropriation.

Consideration of this request is respectfully requested.

Respectfully submitted,



S. William Rogers
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

S. William Rogers
Commissioner

September 4, 2012

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to have the DoIT amend a contract with Interactive Voice Applications, Inc. (IVA) of Dallas, Texas as described below and referenced as DoIT No. 2007-067A.

This is a request to amend a contract for the renewal of support and maintenance for email-based Random Moment Sample services that replaced the in-house, non-email based software formerly used at the Department of Health and Human Services (DHHS). The amendment will become effective upon Governor and Executive Council approval through June 30, 2014. The amount of the contract amendment \$30,000 increasing the total contract amount from \$85,000 to \$115,000.00. This project is set forth in the DHHS Strategic Information Technology Plan: Project Number 85 titled: *OMB/EDW, Redesign, Rebuild of FARS*, dated October 21, 2005, Section VII.

This letter will accompany the Department of Information Technology's submission to Governor and Council.

Sincerely,

S. William Rogers

SWR/ltn
A&E RID #12824

cc: Aiden Henderson, DoIT
Leslie Mason, DoIT
Adrian Wayland, DHHS

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
 CONTRACT 2007-067 AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2007-067, on June 13, 2007, Item #20 (herein after referred to as the "Agreement"), Interactive Voice Applications, Inc. (IVA), of Dallas, TX, (VC #124608) agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Health and Human Services, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: 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 engage IVA for two additional years to provide support, maintenance, and hosting services for the IVA Random Moment Sample service;

WHEREAS, the Department wishes to increase the Contract price by \$30,000 to bring the total contract price to \$115,000.

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:

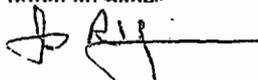
The Agreement is hereby amended as follows:

1. Amend Section 1.6 of the Agreement (Page 1) by amending the completion date from June 30, 2012 to June 30, 2014;
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$30,000 from \$85,000 to \$115,000.
3. The Agreement is further amended as described in Table 1:

Table 1

Contract #2007-067 Statement of Work (SOW) Section Number	AMENDED TEXT
SOW Section 1.2 Contract Documents	Delete Section 1.2 Order of Precedence, and replace with: 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. <i>The State of New Hampshire Terms and Conditions</i> , as stated in Form P-37 and the Request for Bid 2007-067. b. State of New Hampshire, Office of Information Technology Contract 2007-067. c. Contract 2007-067 Amendment A d. RFB 2007-067 Online Email Based Random Moment Sample Service dated December 21, 2006 with Addendum #1 incorporated; then e. The IVA Proposal to RFB 2007-067, dated January 17, 2007.

Initial all pages



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT A

SOW Section 2.1 Term	Delete the following language from Section 2.1 Term: The Contract shall begin on the Effective Date and extend through June 30, 2012. And replace with: The Contract shall begin on the Effective Date and extend through June 30, 2014.																
SOW Section 4.1 IVA Contract Manager	Delete the following language from Section 4.1 IVA Contract Manager: TEL: 204-213-8622 And replace with: TEL: 214-213-8622																
SOW Section 4.4 State Contract Manager	Delete Section 4.4 and replace with: 4.1 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: Aiden Henderson Department of Information Technology 64 South Street Concord NH 03301 TEL: (603) 230-3463 aidan.henderson@doit.nh.gov																
SOW Section 4.5 State Project Manager	Delete the following language from Section 4.5 State Project Manager: Adrian Henderson And replace with: Adrian Wayland																
SOW 12.6 Dispute Resolution	Delete the Dispute Resolution Responsibility and Schedule Table in Section 12.6, and replace with: <table border="1" data-bbox="429 1491 1230 1764"> <thead> <tr> <th>LEVEL</th> <th>IVA</th> <th>THE STATE</th> <th>CUMULATIVE ALLOTTED TIME</th> </tr> </thead> <tbody> <tr> <td>Primary</td> <td>John Young, President</td> <td>State Project Manager (PM)</td> <td>5 Business Days</td> </tr> <tr> <td>First</td> <td>John Young, President</td> <td>State Contract Manager</td> <td>10 Business Days</td> </tr> <tr> <td>Second</td> <td>John Young, President</td> <td>DoIT Commissioner</td> <td>15 Business Days</td> </tr> </tbody> </table>	LEVEL	IVA	THE STATE	CUMULATIVE ALLOTTED TIME	Primary	John Young, President	State Project Manager (PM)	5 Business Days	First	John Young, President	State Contract Manager	10 Business Days	Second	John Young, President	DoIT Commissioner	15 Business Days
LEVEL	IVA	THE STATE	CUMULATIVE ALLOTTED TIME														
Primary	John Young, President	State Project Manager (PM)	5 Business Days														
First	John Young, President	State Contract Manager	10 Business Days														
Second	John Young, President	DoIT Commissioner	15 Business Days														
Contract # 2007-067 Exhibit A Section Number	AMENDED TEXT																

Initial all pages
Vendor Initials *JAY*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 AMENDMENT A

Section 2.2 Deliverables, Milestones, & Activities Schedule	Delete Line #10 of Table 2.2 Implementation Schedule – Activities / Deliverables / Milestones, and replace with: <table border="1" data-bbox="513 338 1235 401"> <tr> <td data-bbox="513 338 591 401">10</td> <td data-bbox="591 338 877 401">Provide technical support services</td> <td data-bbox="877 338 1037 401">Non-Software</td> <td data-bbox="1037 338 1235 401">5/1/07-6/30/14</td> </tr> </table>	10	Provide technical support services	Non-Software	5/1/07-6/30/14						
10	Provide technical support services	Non-Software	5/1/07-6/30/14								
Contract # 2007-067 Exhibit B Section Number	AMENDED TEXT										
Section 1 Deliverable Payment Schedule	Delete the first paragraph of Section 1: Deliverable Payment schedule and replace with: Firm Fixed Price This is a Firm Fixed Price (FFP) Contract totaling \$115,000 for the period from the Effective Date through June 30, 2014. IVA shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow IVA to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:										
Section 1 Deliverable Payment Schedule	Add the following lines to Table 1: Activity, Deliverable, or Milestone Price and Payment Table: <table border="1" data-bbox="485 940 1232 1077"> <tr> <td data-bbox="485 940 541 1003">5</td> <td data-bbox="541 940 839 1003">Sixth Year Operation Cost</td> <td data-bbox="839 940 971 1003">Non-Software</td> <td data-bbox="971 940 1087 1003">6/30/2012</td> <td data-bbox="1087 940 1232 1003">15,000</td> </tr> <tr> <td data-bbox="485 1003 541 1077">6</td> <td data-bbox="541 1003 839 1077">Seventh Year Operation Cost</td> <td data-bbox="839 1003 971 1077">Non-Software</td> <td data-bbox="971 1003 1087 1077">6/30/2013</td> <td data-bbox="1087 1003 1232 1077">15,000</td> </tr> </table>	5	Sixth Year Operation Cost	Non-Software	6/30/2012	15,000	6	Seventh Year Operation Cost	Non-Software	6/30/2013	15,000
5	Sixth Year Operation Cost	Non-Software	6/30/2012	15,000							
6	Seventh Year Operation Cost	Non-Software	6/30/2013	15,000							
Section 2 Total Contract Price	Delete Section 2 and replace with: 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 \$115,000 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to IVA for all fees and expenses, of whatever nature, incurred by IVA 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.										

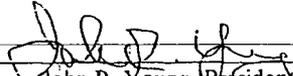
Table 2 Contract 2007-067 - ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	APPROVAL DATE	CONTRACT AMOUNT
2007-067	Original Contract	June 13, 2007 Item #20	\$85,000
2007-067 Amendment A	First Amendment	Upon G&C Approval	\$30,000
CONTRACT TOTAL			\$115,000

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ONLINE EMAIL-BASED RANDOM MOMENT SAMPLE SERVICE
CONTRACT 2007-067 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.


John R. Young, President
Interactive Voice Applications, Inc

Date: 8/7/12

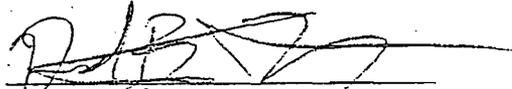
Corporate Signature Notarized:

STATE OF Texas

COUNTY OF Dallas

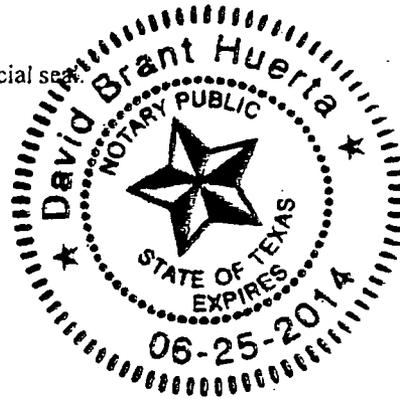
On this the 7th day of August, 2012, before me, David Brant Huerta, the undersigned Officer John R. Young, personally appeared and acknowledged her/himself to be the President, of Interactive Voice Applications, a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President.

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

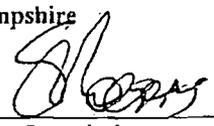

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

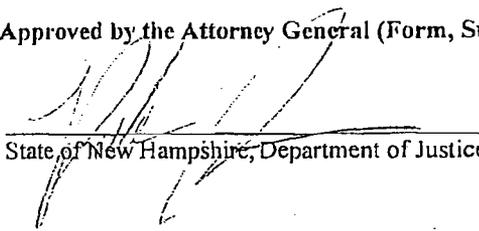


State of New Hampshire


S. William Rogers, Commissioner
State of New Hampshire
Department of Information Technology

Date: 9/13/12

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


State of New Hampshire, Department of Justice

Date: 9/18/12

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 Interactive Voice Applications, Inc. a(n) Texas corporation, is authorized to transact business in New Hampshire and qualified on April 12, 2007. 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 14th day of August, A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE

Interactive Voice Applications, Inc.

I, Charnette K. Young, Secretary of Interactive Voice Applications, Inc., do hereby certify that:

- 1) I am the duly elected and acting Secretary of Interactive Voice Applications, Inc., a Texas corporation (the "Corporation");
- 2) I maintain and have custody of and am familiar with the Seal and minute books of the
- 3) Corporation;
- 4) I am duly authorized to issue certificates;
- 5) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 9th day of July, 2012, which meeting was duly held in accordance with Texas law and the by-laws of the Corporation:

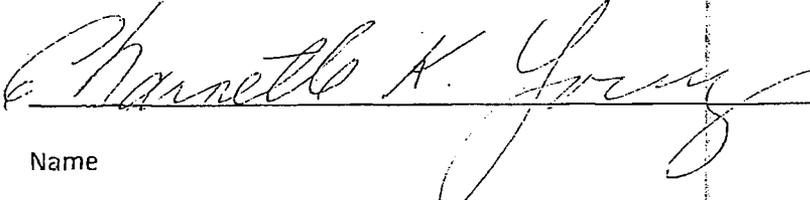
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire acting by and through the Office of Information Technology providing for the performance by the Corporation of certain maintenance services, and that John R. Young, President, be and hereby is authorized and directed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

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

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

John R. Young President

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 9th day of July, 2012.


Name

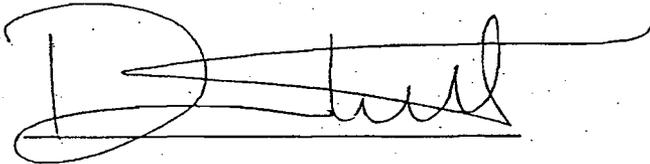

Secretary
Title

STATE OF TEXAS

COUNTY OF Dallas

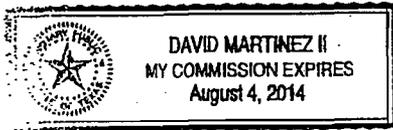
On this the 22nd day of August, 2012, before me, Charnette K. Young, the undersigned Officer, personally appeared and acknowledged herself to be the Secretary of Interactive Voice Applications, Inc., and that she, as such Secretary being authorized to do so, executed the foregoing Instrument for the purposes therein contained, by signing the name of the corporation by herself as Interactive Voice Applications, Inc.

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



Notary Public/Justice of the Peace

My Commission Expires: 8.4.14





CERTIFICATE OF LIABILITY INSURANCE

INTER-5 OP ID: JH

DATE (MM/DD/YYYY)

08/07/12

PRODUCER
BALDWIN-COX AGENCY
Insurance & Construction Bonds
5930 Preston View Blvd Ste 200
Dallas, TX 75240
Ron Davidson

972-644-2688

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Interactive Voice Applications
Charnette Young
P. O. Box 670991
Dallas, TX 75367

INSURER A: Hartford Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	46 SBM VG 6803	04/16/12	04/16/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46 SBM VG 6803-01	04/16/12	04/16/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

CERTIFICATE HOLDER

State of NH
Dept of Information Technology
Commissioner
27 Hazen Drive
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

William D. Baldwin



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-4208 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

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

May 10, 2007

APPROVED BY	
GOVERNOR AND EXECUTIVE COUNCIL	
DATE:	<u>6-13-07</u>
ITEM #:	<u>20</u>

REQUESTED ACTION

1. Authorize the Office of Information Technology, for the benefit of the Department of Health and Human Services (DHHS), to enter into a contract with Interactive Voice Applications, Inc. (IVA) of, (VC# 124608, Dallas, Texas), in the amount of \$85,000.00 to purchase an email based Random Moment Sample service for the period from the date of Governor and Council approval through June 30, 2012. 100% Other Funds.
2. Further authorize an advance payment of \$12,000 in State Fiscal Year 2007 for operations and maintenance in SFY 2008.

Funding is available in account, Agency Software Division, as follows with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified and subject to approval of the future biennial budgets. 100% Other Funds.

<u>Account #</u>	<u>Class Description</u>	<u>State Fiscal Year</u>	<u>Amount</u>
010-003-1660-0300-046-0465 BL# 5276	Consultants	FY2007	\$37,000
010-003-1660-0300-024-0230 BL# 20321	Consultants	FY2008	\$12,000
010-003-1660-0300-024-0230 BL# 20603	Consultants	FY2009	\$12,000
010-003-1660-0300-024-0230 TBD	Consultants	FY2010	\$12,000
010-003-1660-0300-024-0230 TBD	Consultants	FY2011	\$12,000

and allocated by Job Number 03950121

EXPLANATION

On December 21, 2006, the Office of Information Technology and the Department of Health and Human Services (DHHS) issued Request for Bids (RFB) 2007-067: *ONLINE EMAIL BASED RANDOM MOMENT SAMPLE SERVICE*, for a qualified vendor to provide this service. Email notification of the bid issuance was sent to over 200 interested information technology vendors. A legal notice was published for three (3) days in the statewide newspaper, the Union Leader. Two companies submitted proposals: Interactive Voice Applications, Inc. and Public Consulting Group, Inc. DHHS determined that Interactive Voice Applications, Inc. met the minimum qualifications of RFB 2007-067 and since their bid was the lower of the two, they were selected as the winner of this bid competition.

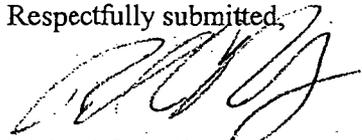
Under this firm fixed price contract for \$85,000, Interactive Voice Applications, Inc. will initiate and carry out an email random moment sample service for State Fiscal Years 2008 through 2012. Interactive Voice Applications, Inc. has confirmed that the initial set up, configuration and testing will take approximately two weeks and will be accomplished in SFY 2007. The first year of operation and maintenance will be paid for in June of 2007 and each subsequent year of operation and maintained will be paid for in the preceding June. This service will allow DHHS to replace a manual Random Moment Sample process which requires staff to make 5,000 initial phone calls per quarter. Staff must obtain program/activity codes from Family Service Specialists, Child Protective Service Workers, and Juvenile Probation and Parole Officers, document the responses, make follow-up calls as necessary and enter the data into a computer system to generate statistics to use in allocating costs to federal programs.

Email based Random Moment Sample service is being utilized by many states as it provides increased efficiency, accuracy and clearly documented audit trails, as well as on-line training and management reports, not currently available. Use of this service will enable DHHS to eliminate the manual process of making 5000 calls per quarter.

DHHS estimates that the 100% other funds at OIT will be 40% federal and 60% General Funded out of their Class 027 appropriation.

It is requested that approval of this action be given as detailed.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer

RB/dcp
RID 3127

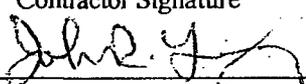
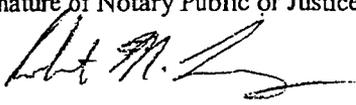
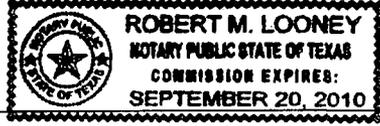
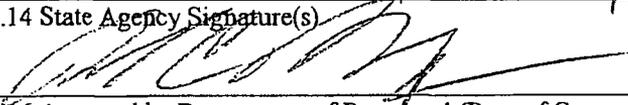
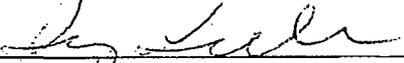
CC: Adrian Henderson
Leslie Mason

State of New Hampshire
 Office of Information Technology
 Online Email Based Random Moment Sample Service
 2007-067
 Contract Statement of Work (SOW)

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Office of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Interactive Voice Applications, Inc.		1.4 Contractor Address PO Box 670991 Dallas, Texas 25367	
1.5 Account No. FY07-010-003-1660-0300-0467 FY07-010-003-1660-0300-024-0150	1.6 Completion Date June 30, 2012	1.7 Audit Date	1.8 Price Limitation \$85,000.00
1.9 Contracting Officer for State Agency Richard C. Baily, Jr., Chief Information Officer		1.10 State Agency Telephone Number 603-271-1538	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor John R. Young, President	
1.13 Acknowledgement: State of <u>Texas</u> , County of <u>Collin</u> On <u>May 3, 2007</u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace, [seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Robert M. Looney Notary</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) <u>Richard C. Baily, Jr., CIO</u>	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>5/29/07</u>			
1.18 Approval by the Governor & Council By: _____ On: _____			

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Criteria	The criteria a product must meet to successfully complete a test phase or meet delivery requirements.
Certification or Certify	Written Certification and full supporting and written (including, without limitation, test results as applicable) that IVA has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and IVA 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.
Data	State's records, files, forms, data and other documents or information that shall be used during the Contract Term.
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>Class A Deficiency – Software – Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation – missing significant portions of information or unintelligible to State; Non Software – services were inadequate and require re-performance.</p> <p>Class B Deficiency – Software – important, does not</p>

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	<p>stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance.</p>
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by IVA Vendor to the State under the Contract.
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.
Extended Term	Period of the Contract from the Effective Date through June 30, 2012
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjusted on the basis of IVA's cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
IVA	Interactive Voice Applications, Inc. – the Contractor
Key Project Staff	Personnel identified by the State and by IVA as essential to work on the Project.
Non Exclusive Contract	A contract executed by the State that does not restrict

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	the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager’s direction to IVA to begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
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 preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and IVA personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified in Contract SOW Section4.
Proposal	IVA’s written proposal submitted in response to RFB 2007-067.
Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then five (5) business days shall apply.
RFB (Request for Bid)	Request For Bid 2007-067
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 IVA on the Project as described in the Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services,

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	addressing the requirements and terms of the Specifications.
SOW	Statement of Work
Specifications	The written specifications that set forth the requirements, which include, without limitation, this RFB, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Office of Information Technology 27 Hazen Drive Concord, NH 03301 Reference to the term "State" shall include applicable Agencies.
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 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to project oversight.
State Project Manager (PM)	State's representative with regard to project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by IVA to perform under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results

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	as well as a tracking mechanism.
Transition Services	Services and support provided when the contractor supporting a system changes.
UAT	User Acceptance Test
UNIT Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the project. They create/develop test cases to confirm the system was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Warranty Period	A period of coverage in which IVA is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by IVA either in paper or electronic format.

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This Contract is by and between the State of New Hampshire, Office of Information Technology ("State"), and Interactive Voice Applications, Inc., (IVA) a foreign Corporation, ("IVA"), having its principal place of business at PO Box 670991, Dallas, Texas 25367, for the benefit of the Department of Health and Human Services.

RECITALS

The State desires to have Interactive Voice Applications, Inc. provide an online email based Random Moment Sample Service, and associated Services for the Department of Health and Human Services.

Interactive Voice Applications, Inc. wishes to provide an online email based Random Moment Sample Service and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- a. 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 Not Used
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Requirements- Contractor Responses
- j. Exhibit I Work Plan
- k. Exhibit J Not Used
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Not Used
- n. Exhibit M Agency RFB with Addendums, by reference
- o. Exhibit N Contractor Proposal, by reference
- p. Exhibit O Certificate of Vote
- q. Exhibit P Certificate of Authority
- r. Exhibit Q Certificate of Insurance
- s. Exhibit R Not Used
- t. Exhibit S Not Used

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1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions*, as stated in Form P-37 and the Request for Bid 2007-067.
- b. State of New Hampshire, Office of Information Technology Contract 2007-067.
- c. RFB 2007-067 Online Email Based Random Moment Sample Service dated December 21, 2006 with Addendum #1 incorporated; then
- d. The IVA Proposal to RFB 2007-067, dated January 17, 2007.

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 contractors to provide Services or deliverables procured under this Contract. IVA shall not be responsible for any delay, act, or omission of such other contractors, except that IVA shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of IVA

2. CONTRACT TERM

2.1 Term

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

The Contract shall begin on the Effective Date and extend through June 30, 2012.

IVA shall commence work upon issuance of a Notice to Proceed by the State. If IVA commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of IVA and the State shall be under no obligation to pay IVA for any costs incurred or Services performed.

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

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3. COMPENSATION

3.1 Contract Price

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

4. CONTRACT MANAGEMENT

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

4.1 IVA Contract Manager

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

John R. Young
President
PO Box 670991, Dallas, Texas 25367
TEL: 214-213-8622
EMAIL: john@trinitytek.com

4.2 IVA Project Manager

4.2.1 Contract Project Manager

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

4.2.2 The IVA Project Manager shall have full authority to make binding decisions under the Contract, and shall function as IVA's representative for all administrative and management matters. IVA's Project Manager shall perform the duties required under the Contract. Including, but not limited to, those set forth in Contract Exhibit I: *Work Plan* Section 2. The IVA'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. IVA's Project Manager must work diligently and use his/

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her best efforts on the Project. IVA's Project Manager must be qualified to perform the obligations required of the position under the Contract.

4.2.3 IVA shall not change its assignment of the IVA Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the IVA's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the IVA Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFB). IVA shall assign a replacement IVA Project Manager within ten (10) business days of the departure of the prior IVA Project Manager, and IVA shall continue during the ten (10) business day period to provide competent project management Services through the assignment of a qualified interim IVA 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 IVA in default and pursue its remedies at law and in equity, if IVA fails to assign a IVA Project Manager meeting the requirements and terms of the Contract.

4.2.5 The IVA Project Manager is:

John R. Young
President
PO Box 670991, Dallas, Texas 25367
TEL: 204-213-8622
EMAIL: john@trinitytek.com

4.3 IVA Key Project Staff

4.3.1 IVA shall assign Key Project Staff who meet the requirements of the Contract, and can implement the service solution meeting the requirements set forth in RFB Attachment 1: *Business Needs and Requirements*.

4.3.2 IVA Key Project Staff shall consist of the following individuals in the roles identified below:

Key Members of the IVA Team are:

<u>Key Member(s)</u>	<u>Title</u>
John R. Young	President

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Ted Martin

Senior Project Consultant

4.4 State Contract Manager

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

✓ John O'Neal
Office of Information Technology
Donovan Street
Concord NH 03301
TEL: (603) 271-4905
EMAIL: john.oneal@OIT.nh.gov

4.5 State Project Manager

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

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

The State Project Manager is:

Adrian Henderson *Wayland* ✓
Department of Health and Human Services
129 Pleasant Street, Concord, NH 03301
TEL: (603) 271-8168
FAX: (603) 271-8556
EMAIL: ahenderson@dhhs.state.nh.us

4.6 State Meetings and Reports

The IVA Project Manager or IVA Key Project Staff shall submit bi-weekly status reports in accordance with the Schedule and terms of this Contract until implementation is completed. IVA Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements 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;

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- 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, IVA shall provide the State with information or reports regarding the Project. IVA 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

IVA 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, IVA 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

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

IVA 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. IVA 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 all appeals.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying State and federal officials. 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 termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals. IVA shall include the record retention and review requirements of this Contract SOW section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the IVA'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.

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4.9 Accounting Requirements

IVA shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

5. DELIVERABLES

5.1 Deliverables and Services

IVA shall provide the State with the Deliverables and Services required under this Contract, and as more fully set forth herein and in Contract Exhibit A: *Contract Deliverables*.

5.2 Non-Software and Written Deliverables Review and Acceptance

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

6. WARRANTY

IVA shall provide the Warranties and Warranties Services set forth in Contract Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

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

7.1. Administrative Services

IVA shall provide the State with the Administrative Services set forth in Contract Exhibit D: *Administrative Services*.

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7.2. Implementation Services

IVA shall provide the State with the Implementation Services set forth in Contract Exhibit E: *Implementation Services*.

7.3. Maintenance and Support Services

IVA shall provide the State with Maintenance and Support Services for the Software set forth in Contract Exhibit G: *System Maintenance and Support*.

8. WORK PLAN DELIVERABLE

IVA 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*. IVA shall update the Work Plan as necessary, but no less than bi-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 IVA from liability to the State for damages resulting from IVA'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, IVA must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of IVA 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 IVA to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from IVA's failure to fulfill its obligations under the Contract.

9. CHANGE ORDERS

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

IVA 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 IVA's requested Change Order within five (5) business days. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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All Change Orders shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1. State's Business

The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with IVA.

10.2. IVA's Materials

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

The parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3. Copyright

10.3.1. WWW Copyright and Intellectual Property Rights

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

10.4. Survival

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

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11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, IVA 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*). IVA shall not use the State Confidential Information except as directly connected to and necessary for IVA's performance under the Contract, unless otherwise permitted under the Contract.

11.2 State Confidential Information

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

11.3 IVA Confidential Information

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

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11.4 Survival

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

12. GENERAL PROVISIONS

12.1 Conditional Nature of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving IVA notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

12.2 Compliance by IVA with Laws and Regulations: Equal Employment Opportunity

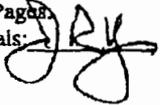
- 12.2.1 In connection with the performance of the Contract, IVA shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon IVA, including, but not limited to, civil rights and equal opportunity laws. IVA shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.
- 12.2.2 During the term of the Contract, IVA 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 or national origin and shall take affirmative action to prevent such discrimination.
- 12.2.3 If the Contract is funded in any part by monies of the United States, IVA 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. IVA further agrees to permit the State or United States, access to any of IVA'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.

12.3 Regulatory/Government Approvals

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

2007-067 OIT RMS Contract-Statement of Work

Initial All Pages

IVA's initials: 

5/30/2007

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11.4 Survival

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

12. GENERAL PROVISIONS

12.1 Conditional Nature of Contract

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

12.2 Compliance with IVA with Laws and Regulations: Equal Employment Opportunity

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

12.2.2 During the term of the Contract, IVA 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 or national origin and shall take affirmative action to prevent such discrimination.

12.2.3 If the Contract is funded in any part by monies of the United States, IVA 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. IVA further agrees to permit the State or United States, access to any of IVA'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.

12.3 Regulatory/Government Approvals

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

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12.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide IVA 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 IVA to perform its obligations under the Contract.

12.5 Personnel

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

12.5.2 IVA shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform its obligations under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

12.5.3 The Chief Information Officer ("CIO") of the Office of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

12.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	IVA	THE STATE	<u>CUMULATIVE ALLOTTED</u>
-------	-----	-----------	----------------------------

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			<u>TIME</u>
Primary	John Young, President	State Project Manager Adrian Henderson	5 Business Days
First	John Young, President	State Contract Manager John O'Neal	10 Business Days
Second	John Young, President	State Chief Information Officer Rick Bailey	15 Business Days

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

12.7 Termination

12.7.1 Termination for Default

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

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

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

12.7.1.1.2 Procure Services that are the subject of the Contract from another source, and IVA shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, all of which shall be subject to the limitation of liability set forth in this Contract; and

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

12.7.1.2 In the event of default by the State, IVA 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 IVA.

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

12.7.2 Termination for Convenience

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

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

12.7.3 Termination for Conflict of Interest

12.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance. The State shall pay all other contracted payments that would have become due and payable if IVA did not know, or reasonably did not know, of the conflict of interest.

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

12.7.4 Termination Procedure

12.7.4.1 After receipt of a notice of termination, and except as otherwise directed by the State, IVA 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

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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 Contract SOW Section;

- c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of IVA and in which the State has an interest;
- d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that the Contractor has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonable requested by the State at no additional cost.

12.8 Force Majeure

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

12.9 IVA's Relation to the State

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

12.10 Assignment, Delegation and Subcontracts

- 12.10.1 IVA 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.

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12.10.2 IVA shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: not relieve IVA of any of its obligations under the Contract; not affect any remedies available to the State against IVA that may arise from any event of default; and the State shall consider IVA to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

12.11 Indemnification

12.11.1 IVA 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 IVA, its personnel or agents in connection with IVA's performance of the Contract.

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

12.11.3 Survival

This Contract SOW Section 12.11: *Indemnification*, shall survive termination of this Agreement.

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12.12 Limitation of Liability

12.12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to IVA shall not exceed two times (2X) the total Contract price set forth in Section 1.8 of the General Provisions form (P-37).

12.12.2 The Contractor

Subject to applicable laws and regulations, in no event shall IVA be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and IVA's liability to the State shall not exceed two times (2X) the total Contract price set forth in Section 1.8 of the General Provisions form (P-37). Notwithstanding the foregoing, the limitation of liability in this Contract SOW Section 12.12.2 shall not apply to IVA's indemnification obligations set forth in Contract SOW Section 12.11: *Indemnification* and confidentiality obligations in Contract SOW Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.12.3 State's Immunity

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

12.12.4 Survival

This Contract SOW Section 12.12: *Limitation of Liability* shall survive termination or Contract Conclusion.

12.13 Insurance

12.13.1 IVA Insurance Requirement

IVA shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, 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; 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

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clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

12.14 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 IVA.

12.15 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 IVA:

John R. Young
PO Box 670991
Dallas, Texas 25367
Tel: (214) 369-2486

TO STATE:

State of New Hampshire
Office of Information Technology
27 Hazen Drive
Concord, NH 03301
Tel: (603) 271-1538

12.16 Amendment

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

12.17 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

12.18 Third Parties

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

12.19 Headings

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

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12.20 Exhibits

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

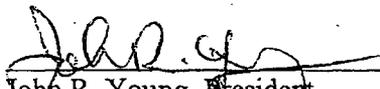
12.21 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of Contract SOW Section 4.8: *Records Retention and Access Requirements*, Contract SOW Section 4.9: *Accounting Requirements*, and Contract SOW Section 11: *Use of State's Information, Confidentiality* and Contract SOW Section 12.11: *Indemnification* which shall all survive the termination of the Contract.

12.22 Entire Contract

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

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



John R. Young, President
Interactive Voice Applications, Inc.

Date: 5/3/2007

Corporate Signature Notarized:

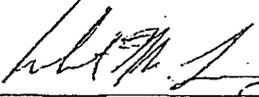
STATE OF Texas

COUNTY OF Collin

~~State of New Hampshire~~
Office of Information Technology
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On this the 3 day of May, 2007, before me,
John R. Young, the undersigned Officer
personally appeared and acknowledged himself to be the President of Interactive Voice
Applications, Inc., a corporation, and that he, as such President being authorized to do so,
executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by himself as John R. Young

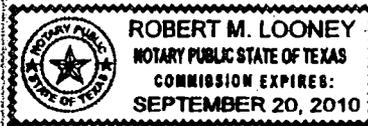
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



State of New Hampshire
Office of Information Technology
Online Email Based Random Moment Sample Service
Exhibit A
Contract Deliverables

1. DELIVERABLES, MILESTONES AND ACTIVITIES

IVA shall provide the State with an Online Email Based Random Moment Sample Service which will meet and perform in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, IVA 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 Contract 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

2.2 Implementation Schedule – Activities / Deliverables / Milestones

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Conduct Project kickoff Meeting	Non-Software	3/26/07
2	Status Meetings (upon request)	Non-Software	
3	Project Work Plan	Written	3/26/07
4	Set-up, configure, and test the State of NH service on hosted system	Non-Software	4/6/07
5	State of NH, letter of UAT acceptance	Written	4/9/07
6	Provide administrative and training documentation	Written	4/10/07
7	Provide administrative training to State staff	Non-Software	4/11/07
8	Provide online training to State users	Software	4/16/07
9	Assist State staff with deployment of new service to State users	Non-Software	4/27/07
10	Provide technical support services	Non-Software	5/1/07-6/30/12
11	Provide custom reports as requested (custom queries)	Non-Software	5/31/07 – 6/30/07

State of New Hampshire
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 Exhibit B
 Price and Payment Schedule

1. DELIVERABLE PAYMENT SCHEDULE

Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$85,000.00 for the period from the Effective Date through June 30, 2012. IVA shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow IVA 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: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Setup, Configuration and UAT Acceptance Letter	Non-Software	5/1/07	25,000
2	First Year Operation Cost	Non-Software	6/30/2007	12,000
3	Second Year Operation Cost	Non-Software	6/30/2008	12,000
4	Third Year Operation Cost	Non-Software	6/30/2009	12,000
5	Fourth Year Operation Cost	Non-Software	6/30/2010	12,000
6	Fifth Year Operation Cost	Non-Software	6/30/2011	12,000

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 \$85,000.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to IVA for all fees and expenses, of whatever nature, incurred by IVA 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.

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Exhibit B
Price and Payment Schedule**

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:
Department of Health and Human Services
Reporting and Analysis Services
C/O Adrian Henderson
129 Pleasant Street
Concord, NH 03301

WJG/10/07

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Interactive Voice Applications, Inc.
PO Box 670991
Dallas, Texas 25367

5. OVERPAYMENTS TO IVA

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

6. CREDITS

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

7. PROJECT HOLDBACK

N/A

8. RIGHT TO OFFSET

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

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Exhibit C
Special Provisions

1. Special Provisions

There are no special provisions

State of New Hampshire
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Exhibit D
Administrative Services

1. STATUS MEETINGS AND REPORTS

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

1.1 Introductory Meeting: N/A

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

1.3 Status Meetings: Participants will include, at the minimum, the IVA Project Manager and the State Project Manager. These meetings, which will be conducted upon request, will address overall project status, error report reviews and any additional topics needed to remain on schedule and within budget. A status and error report from IVA shall serve as the basis for discussion.

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

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

1.6 Reports: IVA shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. IVA's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. IVA 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. Issues and concerns requiring resolution

2. STATE-OWNED DOCUMENTS AND DATA

IVA 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, IVA 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.

IVA 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.

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Exhibit D
Administrative Services

IVA also agrees to the following:

IVA 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 the Contract. IVA shall retain all such records for three (3) years after the final payment on the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for six (6) years following the termination of litigation, including any appeals.

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. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract expires, including any extensions, or six (6) year term following litigation, including any appeals. IVA 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 IVA's cost structure and profit factors shall be excluded from the State's review unless the Contract cost or any other material or Services provided under the Contract is calculated or derived from the cost structure or profit factors.

3. ACCOUNTING REQUIREMENTS

IVA shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

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Exhibit E
Implementation Services

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. IVA shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:

Kick-off meeting
Configure services, activities, combinations for each sample pool
Upload employee database
Determine training web site content
Set up employee email addresses
Define Email wording
Build training web site
Review/approve training web site
Customize administrative reference manual and training guide
Send initial training web site notifications
Two day administrative training session
Final adjustments to list of employees and email addresses.
Generate samples
Review generated samples
Begin daily operation
Continue monitoring emails and responses
Customize reports

B. IVA and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives. The IVA 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.

C. IVA shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for administering the new system.

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Implementation Services

D. IVA 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.

E. IVA shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 **Timeline**

The timeline is set forth in the Work Plan.

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.

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**

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

2. **IMPLEMENTATION METHODOLOGY**

The IVA team shall provide the Implementation for the Contract. Its approach shall conform to the IVA Project Management Methodology, which shall be approved by the state.

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Exhibit G
System Maintenance and Support

1. SYSTEM MAINTENANCE

1.1 IVA's Responsibility

IVA shall maintain the Random Moment Sample Service in accordance with the Contract. IVA will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

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

1.1.2 Custom Software Licenses

N/A

1.1.3 Custom Software, Interfaces, and Patches

All Random Moment Sample Service program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by IVA as needed to meet the requirements, shall support and be compatible with the IVA-developed online service and interfaces.

2. SYSTEM SUPPORT

2.1 IVA's Responsibility

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

2.2 System Support Levels

2.2.1 Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, IVA shall provide, to the State, on-call telephone assistance, from 8:00 AM to 5:00 PM EST during normal business days, with an e-mail / telephone response within two (2) hours of request;

2.2.2 Class A Deficiencies (On-site or Remote Support)

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

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System Maintenance and Support

2.2.3 Class B & C Deficiencies

For all Class B & C Deficiencies, the State will notify IVA of such Deficiencies during regular business hours and IVA shall respond back, within forty eight (48) hours of notification, of planned corrective action.

2.3 Term

IVA System support shall commence upon the State's issuance of the User Acceptance Test Letter of Acceptance and remain in effect through the end of the Term, June 30, 2012, and any extensions thereof.

3. DATA COLLECTION

3.1 Records

IVA shall maintain a record of warranty repair or maintenance and support activities performed for the State.

3.2 System Monitoring

IVA shall work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies.

4. IVA Service Level Agreement

Telephone support during the normal hours of DHHS administrative operations
Fix any bugs discovered in the application
Make minor enhancements to the software as agreed with the state
Install new versions of the software as they become available
Monitor operations for intrusion attempts, email problems
Handle system and database backups

4.1.1 Service Level

IVA agrees to maintain, repair, and correct Deficiencies in the RMS Service in accordance with the Specifications and Terms of the Contract. Support and Maintenance shall include, without limitation, the following:

- a. Maintain the Service in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the software or any portion thereof so that the Service operates in accordance with the Specifications and Terms of the Contract;

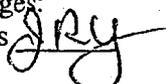
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c. IVA shall have available to the State on-call telephone assistance, with issue tracking available to the State, nine (9) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;

d. IVA shall monitor RmsPlus activity continually during the day and review server logs looking for unusual activity. IVA shall also monitor the flow of returned emails looking for unusual email server outages, and any other indication the something isn't working correctly.

e. All Class A Deficiencies found during the support and maintenance period shall be corrected by IVA no later than four (4) business hours, and all Class B & C Deficiencies no later than four (4) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

f. IVA hosting operations shall include but are not limited to, daily server back-up, data synchronization management, remote database administration, security management, disaster recovery services, voucher reconciliation, automated jobs and extractions, and operation management reports.



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Requirements – Contractor Responses

Business Needs and Requirements

REQ	Requirement/Deliverable	M/O	Y/N/A	Comments
GENERAL REQUIREMENTS				
G-1	The Vendor shall participate in an initial kick-off meeting to initiate the project.	M	Y	See the work plan in section 3.6 on page 26 for a description of the kick-off meeting agenda
G-2	Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Project 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 bi-weekly.	M	Y	The preliminary work plan is in 3.6 on page 26. It will be modified as appropriate once the contract is awarded.
G-3	The Vendor must provide detailed status reports upon request.	M	Y	Detailed status reports will be provided upon request, though it is anticipated that from project inception until RmsPlus! goes live that continual, almost daily contact between DHHS and IVA will occur, making status reports unnecessary.
FUNCTIONAL REQUIREMENTS				
F-1	The service must offer the ability to separately identify different sampling groups of employees for different time periods.	M	Y	RmsPlus! supports multiple employee groups across different time periods.
F-2	The service must offer the ability to generate a variable number of samples for any sampling group for different time periods.	M	Y	DHHS may specify any number of samples to be generated for any of the employee groups. The samples would usually be generated for entire sample time period, but DHHS can select a smaller time period if necessary.
F-3	The service must offer user customizable categorization features whereby The State can identify arbitrary employee categories such as District, Worker Type, Office, etc. and the ability to assign each employee to the appropriate District, Worker Type, Office, etc.	M	Y	RmsPlus! supports as many user configurable categories as necessary. Each employee can be assigned to a specific entry such as a particular office or location for each category defined. Each category can have contact data (Email addresses and phone numbers) associated with it in order that Email notifications can be sent to a centralized location for that category. For example each 'office' can have an Email contact for a local Rms administrator, and late sample notifications can be designated to go to the Email address for the office.
F-4	User customizable contact data whereby The	M	Y	RmsPlus! supports as many types of contact

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	State can create contact categories such as 'Primary Email Address', 'Home Email Address', 'Supervisor's Email Address', 'Office Phone Number', 'Cell Phone Number', etc., plus the ability to fill out the employee contact data for any and all of the categories.			data as DHHS would care to set up. This typically includes the Email address and telephone number, but can also include items such as alternate (home) Email addresses and cell phone numbers. Additionally, as mentioned above, contact data can be entered for each employee 'category' in order that Email notifications can be sent to Rms administrators for locations, groups, etc.
F-5	Multiple user configurable contact policies, each of which dictate how and when to contact an employee regarding a pending sample moment. These contact policies must specify a template for an Email which will be filled out and delivered, who the Email will be sent to (the employee, his supervisor, an RMS administrator, etc.), which contact data to use to send the Email (primary Email, home Email, supervisor's Email address, etc.), and when to send the Emails, stated as an amount of time, either wall clock time or business hours, either before or after the sample moment.	M	Y	RmsPlus! supports as many contact policies as DHHS wants to use. There is usually one contact policy for each Email to go out, which might include the initial notification, the late notification and a late notification sent to the supervisor. Other contact policies might be set up to send a notification Email to the employee's home address or a late notification to the Rms administrator in the office or location where the employee works. In the contact policies DHHS can specify: <ul style="list-style-type: none"> • Whether the Email is to be sent before or after the sample notification, and how long before or after. • Whether the before or after time is calculated as business hours (figured against the actual working calendar applicable to that employee), or wall clock time. • A repeat count and interval indicating that the Email is to be sent repeatedly at specified intervals until the response has been recorded. • The template for the Email to be sent at that time
F-6	Multiple levels of specification for the employee's working calendar and working hours, such that each employee can have their own specific working days calendar and working hours in case their work schedule is unique, or any category, such as 'Southern District', or 'Social Worker' can have it's own working day calendar and working hours, and that there is a default working calendar and set of working hours for all employees not otherwise covered by any working day calendar or working hours.	M	Y	RmsPlus! supports three types of time specification: calendar, hours and time zone. Time zone won't be necessary for DHHS because all employees are in the same time zone. All three (calendar, hours and time zone) follow the same protocol, described as follows. Each employee, each employee category and the entire sample set can have its own specific calendar, hours and time zone. If one or a small number of employees work unusual hours, then they can be given their own individual working hours. If each office has its own set of working hours, then the entire office 'category' can be given the hours worked there. Then at the top

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				<p>level the entire sample set has a default set of hours, perhaps 8:00 – 5:00. The way this works is that when samples are generated for a particular employee RmsPlus! looks first to see if the employee has a set of working hours unique to him, and if so then those hours apply. If the employee doesn't have a unique set of working hours, then RmsPlus! looks next at all the categories that employee belongs to, and if there are unique hours set for any category (say the office the employee works in), then those hours are used. Finally, if no category the employee belongs to has unique hours, then the hours for the entire sample set apply (8:00 – 5:00).</p> <p>The calendar works much the same way. Each employee can have his own calendar, and if he does RmsPlus! uses it first. If not, then if there's a calendar unique to some category the employee belongs to (office for example), then that calendar is used. If no category has a unique calendar, then the calendar for the entire sample set is used.</p> <p>In the case of the calendar, if DHHS knows in advance of an employee's leave or vacation schedule, then that schedule can be entered for that employee only, thus avoiding having samples generated on days the employee won't be there.</p>
F-7	<p>The ability to view on an administrative web page the samples for any given sample pool, and to filter the samples which are displayed by whether or not the sample has been responded to, which employee the sample is for, the unique sample id, the sample date and time, whether the sample response is late, by how late it is and by which of the various user defined categories ('Southern District') the employee belongs to. The administrative web page display of samples must also include the ability to control which of the possibly many employee categories and also types of contact data are to be displayed. Finally, the State administrator must be able to control how the sample display is sorted in the display.</p>	M	Y	<p>The sample web page in RmsPlus! is a tremendous tool for the Rms administrator. It has many features which allow the administrator to customize which samples they see, what fields for each sample will be displayed and the order the samples are displayed.</p> <ul style="list-style-type: none"> • The samples displayed can be filtered by any combination of whether they're late, and how late, for a specific employee, or whether they're part of the QC sub sample. There's a 'Common Selection' feature which has pre-defined settings for criteria such as '4 – 24 hours late' and 'All samples for last week'. Also, the administrator can select a date range to restrict the samples down to. • The samples displayed can also be

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			<p>restricted by any combination of the various categories an employee is assigned to. For example, the administrator can indicate they want to see only samples which are for the 'Manchester' office and which are also for 'Social Workers'.</p> <ul style="list-style-type: none"> • The Administrator can select which items they'd like to see on the web page display. These items include the following: <ul style="list-style-type: none"> • Sample date and time • Sample number • Employee name • Service and activity responded with • Each category configured in the system, such as 'Office' or 'Worker' • The values for each of the different types of contact data, including for example 'Email address', 'Telephone number' and 'Home Email address' • Once the samples are listed on the page as desired, the administrator can click on any column heading to re-sort the data in the order specified by that column. For example, the administrator might re-sort in employee name order by clicking on the employee name column if that would be helpful. <p>This flexibility afforded the administrator obviates many reports which a traditional Rms system might have to generate in order to provide information in the form and order the administrator might need it. For example, there's no need for a report of late sample responses – the sample web page can be configured to show them. There's no need for a report of all samples by employee – the samples web page will show them that way. This samples web page becomes the primary working tool for the RmsPlus! administrator – they spend most of their time there monitoring the responses coming in.</p>
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F-8	The State administrative user must have complete control over the individual services, activities and valid combinations of the services and activities.	M	Y	The services, activities and valid combinations thereof are configured by the DHHS RmsPlus! administrator.
F-9	The service must prohibit the entry of invalid combinations of service and activity.	M	Y	The employee's response web page and the web page used by the administrators to enter responses both prohibit the entry of invalid combinations of service and activity. This is done as follows: once the service is selected, the list of activities acceptable for that service is changed, with the result that the employee can never select an activity for a service that it doesn't apply to.
F-10	There must be a feature for the administrative user to enter case counts or other allocation basis to spread the aggregated responses to different funding sources.	M	Y	RmsPlus! has a feature called 'allocations' to split the response counts out to different funding sources. This feature is typically used to enter the case counts or other allocation basis.
F-11	There must be a mechanism to 'deactivate' employees. This feature must allow the administrative user to designate that an employee will be gone temporarily or permanently, and provide a facility to designate a response to all upcoming samples for the employee during the time they won't be available.	M	Y	RmsPlus! has a sophisticated mechanism to 'deactivate' an employee. Using this mechanism the RmsPlus! administrator can: <ul style="list-style-type: none"> • Specify whether an employee is gone permanently or just on leave, and when the employee will return. • Specify what to do with the samples outstanding for the employee during the time he's gone, or all remaining samples if the employee is gone permanently. This feature allows the administrator to respond to all the designated samples en-masse with the same response. For example, if an employee is on vacation for two weeks, then mark all the samples during that two week period with 'On leave'. This stops the subsequent flow of Email notifications also.
F-12	The system must track and distinguish between on time and late responses, so that all responses can be gathered whether they are late or not. The reports must distinguish between summaries with on time responses and those with late responses.	M	Y	This is an extremely difficult subject which RmsPlus! does an excellent job of. Increasingly the cost plan amendments and audits are putting the allowable days late under a microscope, especially when it comes to automated response systems such as RmsPlus!, and requiring that the reports respect the late rules. Calculating the amount of time that a response is late is very difficult because it's based on work time, not calendar time. Thus a sample moment on a Friday with a three day late period

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				<p>won't be declared late until sometime on Wednesday of the next week. But if that Monday were a holiday, it wouldn't be declared late until Thursday of that week. Thus in order to accurately calculate whether a sample is late or not, the whole mechanism of working calendars and working hours, by employee and by category must be factored in.</p> <p>Because <i>RmsPlus!</i> can accurately distinguish between on-time and late samples, IVA recommends that DHHS encourage employees to respond to a sample even if it's late, in order that all data can be gathered, whether it's late or not. Then the reports DHHS gets can be configured to show statistics for both on-time and on-time plus late samples.</p> <p><i>RmsPlus!</i> also has a mechanism to allow an administrator to override the 'lateness' of a response. Say an employee responds in a timely fashion, but the administrator subsequently discovers that the wrong service or activity was picked based on an employee misunderstanding of the response choices. The administrator can correct the response, which would by itself make the sample response late, but can then also override the sense that the response was late so that the <i>RmsPlus!</i> 'late' calculation routines will consider the response timely anyway.</p>
F-13	The service must provide standard reports regarding the samples, responses and tabulated summaries, and must also provide for the State to specify reports specific to its own needs.	M	Y	<p><i>RmsPlus!</i> standard reports include:</p> <ul style="list-style-type: none"> • Sample reports • Employee reports • Response counts by service and activity • Response counts by employee • Tabulated results by funding program after allocating the summarized response counts by case counts. <p>In addition to the standard reports IVA's experience has been that each user of <i>RmsPlus!</i> will have its own specialized reporting requirements, and so IVA will work with DHHS to customize whatever reports are most appropriate to their needs.</p>
F-14	There must be multiple levels of administrative access, with a secure sign on required for any administrative access, plus configurable policies for designating which administrative employees can perform what operations on the web site, such as read-only	M	Y	<p>There are two levels of login to the <i>RmsPlus!</i> administrative web site, one as a user and one as an administrator. An administrative login is granted more privileges, and can maintain more parts of the DHHS configuration.</p> <p>In addition, each employee can be set up to</p>

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	or reporting only access.			access only certain parts of <i>RmsPlus!</i> This is done by removing from the administrative navigation pane on the web site links to the items the employee isn't allowed to work on. A typical example would be to assign to an employee access to only reports, without them having the ability to see the samples or enter responses.
F-15	The employee response web page must be accessible by clicking on a link in the Email the employee receives.	M	Y	The <i>RmsPlus!</i> Emails have a link in them which takes them directly to the response page for that sample, and only that sample. See section 4.1.11 on page 37 for an example of how the Email appears.
F-16	The employee response web page must be a smooth flowing wizard requiring only that the employee indicate whether or not they were working on a case, what service was being performed and what activity was being engaged in. It must not require the employee to identify himself or the sample he/she was working on.	M	Y	<p>The response web site is a series of web pages on which the employee selects or enters one piece of information, clicks a 'Next' button, and moves on to the next page in the sequence. There are typically four such pages in the sequence, including:</p> <ol style="list-style-type: none"> 1. The first page where the employee indicates whether or not he/she was working on a case, and if so who the client was. 2. The second page where the employee selects the service being performed at that moment. 3. The third page where the employee selects the activity being performed for the service selected in the previous step. 4. The last page where the employee views the response and clicks a 'Finish' button to record the response. <p>See section 4.1.11 on page 37 for an example of the response web pages.</p> <p>IVA has sometimes customized the response web page, depending on the needs of the <i>RmsPlus!</i> user. IVA will review the standard response web pages with DHHS, and if it's determined that some additional pages or fields are appropriate, then IVA will construct the modified web pages for DHHS before the system goes live.</p> <p>The Email sent by <i>RmsPlus!</i> contains a link which takes the employee directly to the response web page. This method does not require the employee to identify himself – his identity is implicit in the sample information</p>

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F-17	The online service must have a log of activity for each sample, including when the sample was generated, when the Email(s) were sent out, when the employee response web page was accessed, when the responses were recorded, and any Email messages received back for this sample.	M	Y	<p>contained in the link that was clicked.</p> <p>RmsPlus! maintains a log of activity for each sample. Part of the reason for this is so that the RmsPlus! administrator can track the activity of that sample, especially against what the employee says happened. These are the items recorded in the log:</p> <ol style="list-style-type: none"> 1. When the sample was created. 2. When a response was recorded, and what the response was. 3. A record of when the sample notifications go out. 4. When a sample was accessed from the employee's response web pages, whether or not a response was recorded. 5. Read receipts in response to the Emails which go out. 6. A record of any replies via Email to the sample Email notifications sent for the sample. Thus if the employee gets an Email sample notification, clicks the 'Reply' button, types in his response (instead of clicking the link) and clicks the 'Send' button, that reply Email will be recorded in the sample log.
F-18	The service must track bad Email addresses, out of office auto replies and direct replies to the notification Emails by forwarding those Emails to the State RMS administrators for them to review and act upon.	M	Y	<p>RmsPlus! gathers all Email notifications which come back to it in response to one of the Emails it sends out. When the sample the Email relates to can be ascertained then a record of that incoming Email is made in the sample log for that sample.</p> <p>Read receipts received by RmsPlus! are logged in the sample log, but then dropped.</p> <p>Delivery delay messages are not logged into the sample log, but rather forwarded to IVA's system administrators in order that we can monitor the flow of Email traffic.</p> <p>All other Emails received back by RmsPlus! are forwarded both to DHHS RmsPlus! administrators, and also to IVA personnel. This includes bad Email address notifications and employee replies to a notification Email. By forwarding those messages to DHHS RmsPlus! administrators they can note and correct bad Email addresses, and respond (if appropriate) to whatever message the employee replied back</p>

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				with. Out of office auto-replies can trigger the DHHS RmsPlus! administrator to block out the out of office time for the employee in RmsPlus! and appropriately mark any samples that employee is scheduled to have during the period when they'll be out of the office.
F-19	The Vendor must provide ongoing, continual monitoring of the activity for the service, including ensuring that the system is online and operational, and especially monitoring the flow of Emails back and responses to and from the employees.	M	Y	RmsPlus! activity is monitored continually during the day by IVA personnel. We review the RmsPlus! and other server logs every day looking for unusual activity. We also monitor the flow of returned Emails looking for unusual Email server outages, and any other indication that something isn't working correctly.
F-20	The Vendor must provide ongoing telephone based technical support for the operation of their Random Moment Sample System. The availability of telephone support must cover at least the business hours of the sample moments generated by the system, or 8:00 AM to 5:00 PM EST, whichever is greater.	M	Y	IVA will be available for telephone support for DHHS personnel during the hours from 8:00 till 5:00 EST unless the working day starts before 8:00 or ends after 5:00 PM in which case the hours will be extended to include those times.
F-21	The Vendor's system must include an online web based training facility to train employees in the use of their Random Moment Sample system. The Vendor must be willing to work with the state to customize the training material to suit the specific needs of the sample pools being served. The Vendor's Random Moment Sample system must be able to automatically send training materials and notification to new employees as they are added to the system without intervention by state administrative staff.	M	Y	IVA will work with DHHS to customize the training web pages. New employees will be sent an Email requesting that they access the training web site. By the time their first sample moment arrives, they'll be required to have viewed the training web site before they'll be allowed to complete the sample response. See section 3.7 on page 27 for more information.
TECHNICAL/SECURITY REQUIREMENTS				
T-1	Web-based compatible with the latest version of MS Internet Explorer	M	Y	RmsPlus! has been tested against Internet Explorer 7.
T-2	Verify the identity or authenticate all of its client applications before allowing them to use its capabilities.	M	Deleted per Addenda	
T-3	Verify the identity or authenticate all of its human users before allowing them to use its capabilities.	M	Y	User ID and password login required for all administrative access to RmsPlus!. See section 4.6 on page 73 for more information.
T-4	Enforce unique user names.	M	Y	RmsPlus! enforces the need for unique user names. See section 4.6 on page 73 for more information on security.
T-5	Enforce user names of ten (10) characters or more. (Passwords must contain a	M	Y	DHHS can specify both the length and strength of the password for their RmsPlus!

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Requirements – Contractor Responses

	combination of upper and lower case characters and at least one number or special character not defined as letters or numerals such as @,&,!)			configuration, including the items specified in this requirement. See section 4.6 on page 73 for more information.
T-6	Enforce the use of complex passwords or phrases using capital letters, numbers and special characters.	M	Y	DHHS can specify the complexity of the password for their RmsPlus! configuration. See section 4.6 on page 73 for more information on security.
T-7	Prevent the reuse of old passwords.	M	Y	DHHS can specify blocking the re-use of old passwords for a specified number of new passwords being selected.
T-8	Expire passwords after a defined period of time.	M	Y	DHHS can specify for their RmsPlus! configuration the length of time before passwords will expire.
T-9	Encrypt passwords.	M	Y	Passwords are hashed in the database. Additionally, all communication is via SSL, further encrypting the passwords.
T-10	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Y	All access to RmsPlus! requires authentications with a user ID and password. In addition, individual users can be restricted as to which actions they can perform in RmsPlus!.
T-11	Limit the number of people that can grant or change authorizations	M	Y	Only two people can grant or change authorizations – a primary and a backup at IVA.
T-12	Enforce session timeouts during long periods of inactivity. (Example: 15 minutes)	M	Y	The default session timeout for RmsPlus! is 20 minutes.
T-13	Prevent any undesirable programs or software from destroying or damaging data or the application itself.	M	Y	The RmsPlus! servers are continually protected by anti-virus software, and access to the servers is severely limited partly because they sit behind a Cisco PIX firewall, partly because very few people have access to them and partly because they are the only servers on the LAN behind the firewall. It is unlikely that malware would gain access to the servers or that if it did that they it have adequate permissions to inflict any damage. If any damage did occur, there are backups stored off site from which the servers can be recovered.
T-14	Prevent the unauthorized corruption of data collected from users.	M	Y	RmsPlus! prevents users from entering invalid or corrupted data at the point of data entry. More than anything this means that invalid combinations of services and activities can't be entered, but it also includes the checking of the data looking for invalid characters, and extensive use of stored procedures to protect against SQL Injection attacks. But in addition to that the database is constructed with a number of built-in constraints to prevent corrupted data from being entered.

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T-15	Validate user input prior to processing.	M	Y	Where possible (services and activities), invalid combinations aren't presented as an option to the employee, so they can't be selected. In a classical sense, all data fields are edited looking for invalid input. For example, date fields are checked to ensure that a valid date has been entered. These checks are usually performed twice – once in the web page before it's transmitted to the web server, then again in the web server before it's sent to the database. In turn, the database will enforce restrictions disallowing invalid data. This results in a multi-tier structure helping to ensure that invalid data can't enter the database.
T-16	The application shall not store authentication credentials or sensitive data in its code.	M	Y	User ID's and passwords are not stored in the <i>RmsPlus!</i> code.
T-17	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M	Y	All authentication requests, validated or not, are recorded in <i>RmsPlus!</i> .
T-18	Make and store tamper-proof records to prevent parties to application transactions from denying that they have taken place.	M	Y	<i>RmsPlus!</i> logs all employee accesses and the resulting changes. If an employee denied a transaction took place, the log would show whether it did or not.
T-19	Allow a user to explicitly terminate a session. No remnants of the prior session must then remain.	M	Y	Administrative users are expected to log off of <i>RmsPlus!</i> , thereby terminating their session with no remnants which could be reused. Regarding the recording of responses, no part of the response is recorded until the employee has entered all of the data and the employee confirms that the response is complete. At any point up until then the employee can terminate the session and nothing will be saved.
T-20	Display explicit error and exception handling when not executing as designed.	M	Y	<i>RmsPlus!</i> has a catch-all error page which displays in such cases. A generic error message is displayed requesting that the user contact the <i>RmsPlus!</i> administrator at DHHS.
T-21	Use only the software and system services designed for use.	M	Y	The only software and system services used on the <i>RmsPlus!</i> servers are the ones from Microsoft necessary to run the <i>RmsPlus!</i> application, and the <i>RmsPlus!</i> web site.
T-22	Application data shall be protected from unauthorized use when at rest.	M	Y	Other than <i>RmsPlus!</i> , there is no other form of access to the data in the database.
T-23	Keep any sensitive data or communications private from unauthorized individuals and programs.	M	Y	IVA recommends that DHHS not store sensitive data (i.e. employee numbers or social security numbers) in the <i>RmsPlus!</i> database. In any case, authenticated, authorized access is required for access to any data on the <i>RmsPlus!</i>

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				servers,
T-24	The application shall not violate its security requirements as a result of the upgrading of a data, software or hardware component.	M	Y	Upon upgrading any data, software or hardware component RmsPlus! is thoroughly tested before being placed into service, including the provisions for authentication and authorization.
HOSTING REQUIREMENTS				
H-1	The Vendor shall host applications and databases at the Vendor's facilities.	M	Y	See section 3.13 on page 30 for a description of the facilities.
H-2	Hosting operations shall include but not limited to daily server back-up, data synchronization management, remote database administration, security management, disaster recovery services, voucher reconciliation, automated jobs and extractions, operation management reports.	M	Y	See section 3.13 on page 30 for a description of the facilities and section 3.5 on page 25 and section 3.11 on page 29 for a description of the specific processes and services IVA undertakes in support of RmsPlus!.
H-3	The State information will be separated from other information located on the same server using password protection.	M	Y	Access to DHHS RmsPlus! information is accessible only via proper password authentication. No other RmsPlus! user other than a DHHS user can see DHHS data, and DHHS users of RmsPlus! cannot see other agency's data. See section 4.6 on page 73 for a discussion of security issues.
H-4	The contracting Vendor is responsible for data integrity, security, user authentication, and disaster recovery.	M	Y	All of these, plus more, are comprehended in RmsPlus!. For example, data integrity is assured in part because the employees aren't allowed to enter invalid responses. See section 4.1.11 on employee interaction beginning on page 37 for an example of how RmsPlus! allows only valid responses. See section 4.6 on page 73 for a discussion of security and authentication. See section 3.5 on page 25 for a discussion of the backup used in disaster recovery.
H-5	Hosted applications and databases shall have fail-over off site capacity. A failure at the primary site will not result in loss of data and business continuity.	M	M	Fail-over capability is planned for 2007 using separate facilities in a different collation facility in a different part of the country.
H-6	Hosted Server is available 12 x 5 with the following exclusions: a. During weekly schedule maintenance b. During scheduled backup periods c. During scheduled outages for application patches or other modifications	M	Y	RmsPlus! servers are available 24 X 7 with the exceptions listed.

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H-7	Performs one (1) daily backup of development and test data and programs of Vendor's programs and State test data on the Hosted Server	M	Y	Full weekly and incremental daily backups are performed and rotated off site weekly. See section 3.13 on page 30 for more information.
H-8	Costs for equipment, labor, and services to maintain Internet connectivity from within the Vendor's facilities are the Vendor's responsibility.	M	Y	The internet connection is an integral part of the collocation facility housing RmsPlus!

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Exhibit I
Work Plan

IVA's Project Manager and the State Project manager shall finalize the Work Plan within five 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 IVA's plan to implement the service. Continued development and management of the Work Plan is a joint effort on the part of IVA and State Project Managers.

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

In conjunction with IVA's Project Management methodology, which shall be used to manage the Project's life cycle, the IVA 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 IVA team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with IVA's Work Plan and shall utilize the existing email and internet connections to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the IVA and State Project Managers.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- IVA shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The IVA Team reserves the right to perform project work at a facility other than that furnished by the State, when practical, at their expense.
- The IVA Team shall honor all holidays observed by IVA or the State, although with permission, may choose to work on holidays and weekends.

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.
- IVA assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

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Work Plan

- The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
- The State is responsible for providing the Internet access.

E. Conversions

- N/A

F. Project Schedule

- Deployment is planned to begin on May 3, 2007 with a planned go-live date of June 1, 2007.

G. Reporting

- IVA shall conduct ad hoc status meetings, and provide reports that include, but are not limited to, action items, test results and Documentation.

H. User Training and Change Management

- The IVA Team shall assist the state with the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State will coordinate with IVA the completion of all online end-user training.

I. Performance Testing

- The IVA Team shall conduct testing of the service on the hosted system.

2. ROLES AND RESPONSIBILITIES

A. IVA Team Roles and Responsibilities

1) IVA Team Project Executive

The IVA Team's Project Executives (IVA and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the implementation throughout the project life cycle. The Project Executive shall advise the IVA Team Project Manager and the State's Project leadership on the best practices for implementing the IVA COTS service within the State. The Project Executive shall participate in the definition of the project plan and provide guidance to the State's Team.

2) IVA Team Project Manager

The IVA 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 IVA Implementation Team. The IVA Team Project Manager will have the following responsibilities:

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Work Plan**

- 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 IVA Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all IVA Team members;
- Provide ad hoc and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

B. State Roles and Responsibilities

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

Adrian Henderson	State Project Manager	DHHS
Lorien Wilson	State Technical Lead	DHHS
Terri Lemire	State Subject Matter Expert	DHHS
Jean Drouin	State Testing Lead	DHHS

1) State Project Manager

The State Project Manager shall work side-by-side with the IVA 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 IVA team;

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- Assist the IVA 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 IVA Project Manager of any urgent issues if and when they arise; and
- Assist the IVA team staff to obtain requested information if and when required to perform certain project tasks.

2) State Subject Matter Experts (SMEs)

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

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and acceptance testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested;
- Assist in training end users in the use of the IVA COTS service and the business processes the service supports.

3) 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 IVA 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;



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Work Plan

- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the IVA and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor deliverable and it will be expected that IVA will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at ad hoc project meetings.

4) State Testing Lead

The State's Testing Lead will lead and coordinate the State's testing efforts. Responsibilities include:

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

3. SOFTWARE APPLICATION

IVA will provide a service that utilizes current state email and internet connectivity.

4. PRELIMINARY WORK PLAN

The following Table 4 provides the preliminary agreed upon Work Plan for the Contract.

Table 4: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
Kid confirmation	2 days	5/3/07	5/7/07
Configure services, activities, combinations for each sample pool	5 days	5/3/07	5/9/07
Upload employee database	2 days	5/7/07	5/8/07
Develop training web site content	3 days	5/3/07	5/7/07
Set up email distribution addresses	5 days	5/3/07	5/9/07
Develop email wording	3 days	5/4/07	5/8/07
Build training web site	8 days	5/7/07	5/16/07
Review/approve training web site	2 days	5/17/07	5/18/07
Customize administrative reference manual and training guide	10 days	5/7/07	5/18/07
Send initial training web site notifications	1 day	5/11/07	5/11/07
Two day administrative training session	2 days	5/10/07	5/11/07

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Final adjustments to list of employees and email addresses	2 days	5/14/07	5/15/07
Generate samples	1 day	5/15/07	5/16/07
Review generated samples	1 day	5/16/07	5/16/07
Begin daily operation	1 day	6/1/07	6/1/07
Continue monitoring emails and responses	15 days	6/1/07	6/16/07
Customize reports	7 days	6/1/07	6/8/07

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EXHIBIT K
WARRANTIES and WARRANTY SERVICES

1. WARRANTIES

1.1 Services

IVA 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.

1.2 Non-Infringement

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

- a. Promptly notifies IVA in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives IVA control of the defense and any settlement negotiations; and
- c. Gives IVA 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 IVA believes or it is determined that any of the Material may have violated someone else's intellectual property rights, IVA 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, IVA may end the license, and require return of the applicable Material and refund all fees the State has paid IVA under the Contract. IVA will not indemnify the State if the State alters the Material without IVA's consent or uses it outside the scope of use identified in IVA'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. IVA 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 IVA. IVA 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 IVA, without IVA's consent.

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EXHIBIT K
WARRANTIES and WARRANTY SERVICES

1.3 Personnel

IVA 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

IVA warrants that the Deliverables and the Non-Software Deliverables shall conform to the specification, terms, and requirements of the Contract. IVA agrees to maintain, repair, and correct Deficiencies in the Service, 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.

Warranty Services shall include, without limitation, the following:

- a. Maintain the Service in accordance with the Specifications and Terms of the Contract;
- b. IVA shall have available to the State on-call telephone assistance nine (9) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- c. Remote additional Services within four (4) business hours of a request;
- d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- e. For all Warranty Services calls, IVA shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) deficiency resolution information.
- f. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by IVA 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 IVA fails to correct a deficiency within the allotted period of time, the State may, at its option: 1) immediately declare IVA in default and terminate the contract, in whole or in part, without penalty or liability to the State; 2) pursue its remedies available at law and in equity.

Notwithstanding any provision of the Contract, the State's option to declare IVA in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the Deliverable and extend for the period of the contract; until June 30, 2012.

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EXHIBIT K
WARRANTIES and WARRANTY SERVICES

4. DATA COLLECTION

4.1 Records Activities

IVA shall maintain a record of the activities related to maintenance activities performed for the State. For all maintenance services calls, the State expects the following information to 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

IVA 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 System;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat System problems.

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Exhibit M
Agency RFB With Addendum, by Reference

The NH RFB 2007-067 Online Email Based Random Moment Sample Service is incorporated herein by reference.

State of New Hampshire
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Exhibit N
Contractor Proposal, by Reference

The Interactive Voice Application's Proposal to NH RFB 2007-067, dated January 17, 2007, is incorporated herein by reference.

CERTIFICATE

Interactive Voice Applications, Inc.

I, Charnette K. Young, Secretary of Interactive Voice Applications, Inc., do hereby certify that:

- (1) I am the duly elected and acting Secretary of Interactive Voice Applications, Inc., a Texas corporation (the "Corporation");
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 20th day of April, 2007, which meeting was duly held in accordance with Texas law and the by-laws of the Corporation:

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

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

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

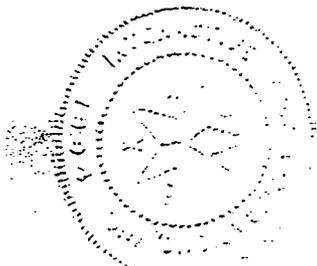
John R. Young President

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 20th day of April, 2007.

NAME

TITLE

Charnette K. Young Secretary



STATE OF TEXAS

COUNTY OF Collin

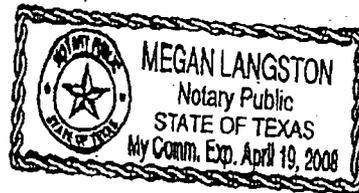
On this the 20th day of April, 2007, before me, Charrette K. Young, the undersigned Officer, personally appeared and acknowledged herself to be the Secretary of Interactive Voice Applications, Inc., and that she, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Interactive Voice Applications, Inc.

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

M Langston / Megan Langston
Notary Public/Justice of the Peace

My Commission Expires:

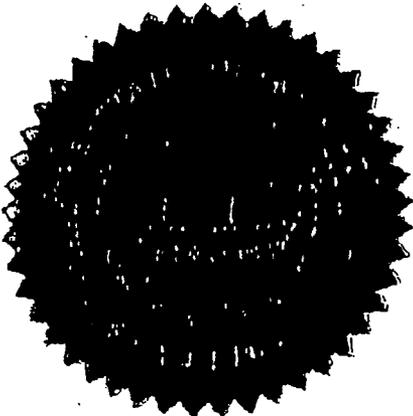
4/18/08



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 INTERACTIVE VOICE APPLICATIONS, INC., a(n) Texas corporation, is authorized to transact business in New Hampshire and qualified on April 12, 2007. I further certify that all fees required by the Secretary of State's office have been paid.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April, A.D. 2007

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

William M. Gardner
Secretary of State

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TS
INTEVOI

DATE (MM/DD/YYYY)
04/19/07

PRODUCER
KMC Insurance Services
5050 Quorum Dr. #500
Dallas TX 75254
Phone: 972-991-6677 Fax: 972-991-6679

INSURED
Interactive Voice Applications
PO Box 670991
Dallas TX 75367

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Company	00914
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	46SBAUB1603	06/07/07	06/07/08	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS DTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

CERTIFICATE HOLDER

STATNEH
State of New Hampshire
Office of Information
Technology- Adrian Henderson
27 Hazen Dr.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kevin Curley

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-4208 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

May 18, 2007

John O'Neal
DHHS Applications Development Mgr.
Office of Information Technology
49 Donovan St.
Concord, NH 03305

Dear Mr. O'Neal:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your request to enter into a contract with Interactive Voice Applications, Inc. (IVA) of Dallas, Texas as described below and referenced as OIT No. 2007-067.

This is a request for approval to contract for purchase of an email-based Random Moment Sample service to replace the existing in-house, non-email based software currently in use in the Department of Health and Human Services (DHHS). The contract will become effective upon Governor and Council approval through June 30, 2012. The amount of the contract is not to exceed \$85,000.00. This project is set forth in the DHHS Strategic Information Technology Plan: Project Number 85 titled: *OMB/EDW, Redesign, Rebuild of FARS*, dated October 21, 2005, Section VII.

This letter should accompany the Office of Information Technology submission to Governor and Council.

Sincerely,

Richard C. Bailey, Jr.

RCB/dcp

cc: Leslie Mason