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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4483 1-800-852-3345 Ext. 4483
Fax: 603-271-8705 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

May 18, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a sole source agreement with Abacus Service Corporation (Vendor #223048), 35055 West Twelve Mile Road, Suite 215, Farmington Hills, MI, 48331, to provide operations, maintenance, and development services for the New Hampshire Web-based Interactive System for Direction and Outcome Measures (WISDOM), in an amount not to exceed \$597,944, to be effective June 24, 2015, or the date of Governor and Council approval, whichever is later, through June 30, 2018. The source of funding is 70% Federal Funds and 30% General Funds.

Funds are anticipated to be available in SFY 2015, SFY 2016, SFY 2017, and SFY 2018 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-90-900510-2203 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, INFORMATICS

Table with 5 columns: Fiscal Year, Class/Account, Class Title, Job Number, Total Amount. Row 1: SFY 15, 102-500731, Contracts for Program Services, 90000005, \$77,444. Row 2: Sub-Total, \$77,444.

05-95-90-902015190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, BUREAU OF MATERNAL & CHILD HEALTH

Table with 5 columns: Fiscal Year, Class/Account, Class Title, Job Number, Total Amount. Row 1: SFY 15, 102-500731, Contracts for Program Services, 90000005, \$40,500. Row 2: Sub-Total, \$40,500.

05-95-90-900510-5262 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
 DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, INFORMATICS & HLTH STATS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 16	102-500731	Contracts for Program Services	90000005	\$100,000
SFY 17	102-500731	Contracts for Program Services	90000005	\$100,000
SFY 18	102-500731	Contracts for Program Services	90000005	\$100,000
			Sub-Total	\$300,000

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF,  
 INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 16	038-500177	Technology-Software	03900083	\$60,000
SFY 17	038-500177	Technology-Software	03900083	\$60,000
SFY 18	038-500177	Technology-Software	03900083	\$60,000
			Sub-Total	\$180,000
			<b>Total</b>	<b>\$597,944</b>

**EXPLANATION**

This **sole source** request is being made because Abacus Service Corporation has unique qualifications and expertise with the WISDOM application. The vendor's previous experience with the Department of Information Technology under the state's master Contract for Advanced Temporary Technical Services and their existing work building and maintaining the WISDOM application makes this contractor solely qualified for providing operations, maintenance, and development services of the WISDOM system.

Funds in this agreement will be used for new module development and to continue the support and maintenance of the existing WISDOM application. The agreement will additionally provide for the continued hosting of the application on Amazon Cloud Services.

It is necessary to encumber SFY 2015 funds as part of this agreement because the federal funds underlying this appropriation are available through 9/30/15. If the SFY 2015 appropriation lapses without being encumbered, there would be no funds available to adjust between budget years 15 and 16, which would mean the loss of \$117,944 in available federal support. The vendor has been made aware of this project funding constraint and is prepared to meet all contract deliverables to be paid for from this source of funding by the end of September.

The WISDOM system is a long term Division of Public Health Services project designed to achieve three (3) goals: Improve access to public health statistics, improve access to integrated strategic planning and performance management information, and to help Department staff members satisfy their outward reporting requirements.

WISDOM offers free, on-demand access to non-confidential health statistics to the public, public health partners, and to staff within the Department. Public users can instantly access summaries of data related to determinants of health, health risks, and health outcomes in an easy to understand graphical

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

May 18, 2015

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format. This information is in turn used to determine the need for, and measure the success of, interventions designed to improve overall population health with the intention of improving quality of life as well as helping to control health care costs.

Prior to the release of WISDOM, access to population health data was fragmented and required the use of multiple data sources, many of which have limited or incomplete information. This created a need for an application that provides easy access to integrated data sources that provide a 360 degree picture of the population's health, including the role Department programs play to measure and improve it. As an automated data system, WISDOM can be expected to meet ever-increasing requests for health data without the need to increase staff.

To provide a recent example of the system's practical value, the WISDOM Substance Misuse Dashboard provides critical data points including alcohol, marijuana, misuse of prescription drugs, and opioid use. This data is used to inform statewide plans to reduce substance misuse, but also over time to allow the State to measure progress in controlling drug overdoses and deaths.

The WISDOM application is built on free or open source software. This design was chosen to reduce reliance on expensive and proprietary software. The application stores only non-protected health information: WISDOM, by design, contains neither protected health information nor personal identifiers.

Should Governor and Executive Council not authorize this Request, future development of the WISDOM application will precede, albeit at a slower pace and at greater cost due to the length of time and the amount of effort it would require for another vendor to become familiar with the application.

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

1. Achieve the target of members of the public having access to new modules as per the following 3 bullets:
  - Year 1, Socioeconomic Community Profiles, Health Equity, and Access & Utilization
  - Year 2, Emergency, and Hospital Performance
  - Year 3, Publications and Custom Dashboards
2. Achieve the target percentage of 100% of Department Programs will be provided access to WISDOM's Performance Management Application by end of year 1.
3. Complete WISDOM's Performance Management Application Phased deliverables and incrementally add new functionality.
  - Year 1, streamlined data entry and usability improvements
  - Years 2 and 3 implement the Performance Management Application phase II requirements.
4. The WISDOM System shall be available 24/7 with 95% uptime availability.
5. The vendor will supply unlimited support to the Department by telephone and/or email.

Area served: Statewide.

Source of Funds: 70% Federal from Centers for Disease Control and Prevention, and 30% General Funds. Department of Health & Human Services, Centers for Disease Control and Prevention Federal Award Identification Number (FAIN #) B01OT009037.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 18, 2015  
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella Jordan Bobinsky, MPH  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

May 14, 2015

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Abacus Service Corporation (Abacus) as described below and referenced as 2015-079.

This is a request to procure technical services for the ongoing support, maintenance, hosting, and enhancements of the Department's Bureau of Public Health Services NH Health Web-based Interactive System for Direction and Outcome Measures (WISDOM) for a total amount not to exceed \$597,944. The contract shall become effective upon Governor and Executive Council approval and extend through June 30, 2018.

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

Sincerely,

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

Denis Goulet

DC/ltn  
2015-079

cc: Elizabeth Biron, DHHS  
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
CONTRACT 2015-079 - PART 1**

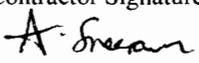
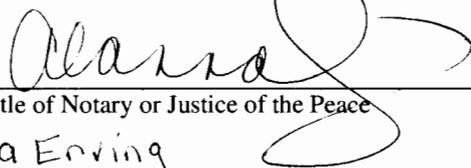
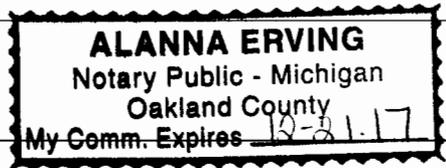
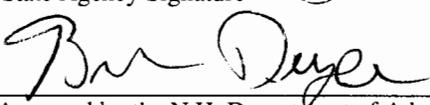
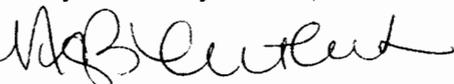
Subject: WISDOM Enhancement, Hosting, Maintenance, Operations and Support Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health & Human Services		1.2 State Agency Address 129 Hazen Drive Concord, NH 03301-3857	
1.3 Contractor Name Abacus Service Corporation		1.4 Contractor Address 35055 W 12 Mile Rd, Suite 215 Farmington Hills, MI 48331	
1.5 Contractor Phone Number 248-324-9200	1.6 Account Number 05-95-90-900510-2203-102-500731 05-95-90-900510-5262-102-500731 01-03-03-030010-7695-038-500177	1.7 Completion Date 06/30/2018	1.8 Price Limitation \$597,944
1.9 Contracting Officer for State Agency  Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number  603-271-4483	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sam Akunuri, Vice President	
1.13 Acknowledgement: State of <u>Michigan</u> , County of <u>Oakland</u> On <u>5/13/15</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 and Title of Notary or Justice of the Peace Alanna Erving Payroll mgr			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By:  On: <u>6/8/15</u>			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject

matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the

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

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective

successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES**  
**CONTRACT 2015-079 – PART 2**  
**AGREEMENT**

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Contract 2015-079 – Part 2 Agreement

Initial and Date All Pages:

Abacus Service Corporation Initials: AS.

Date: 5/13/15

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
CONTRACT 2015-079 – PART 2  
AGREEMENT**

**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Department of Health and Human Services and Abacus Service Corporation a Michigan Corporation, (Abacus), having its principal place of business at 35055 West Twelve Mile Road, Suite 215, Farmington Hills, MI 48331

**Project Description:**

The New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), seeks to establish a sole source contract with Abacus Service Corporation for software development services for enhancements to the existing NH Health WISDOM core system and modules and the creation of new modules. Additionally, this Contract will provide for the continued hosting, operations, maintenance and support of the application. This Contract will provide for continued hosting services, currently managed by Abacus. Thus, Abacus will administer the Amazon Web Services (AWS), the hardware, software and connectivity to the System without using state resources.

The WISDOM application is a secure, authenticated, web-based application that provides no-cost on-demand health statistics information to the public, public health partners, and to staff within the NH DHHS. Users can instantly access summaries of data related to determinants of health, health risks, and health outcomes in an easy-to-understand graphical format.

**RECITALS**

The State desires to have Abacus provide WISDOM hosting, software development services, operations, maintenance and technical support services for DHHS;

Abacus wishes to provide WISDOM hosting, software development services, operations, maintenance and technical support services to DHHS.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS**

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

- A. Part 1 – Agreement General Provisions Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services

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Contract 2015-079 – Part 2 Agreement

Initial and Date All Pages:

Abacus Service Corporation Initials:   A.S.  

Date:   5/13/15  

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
CONTRACT 2015-079 – PART 2  
AGREEMENT**

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Exhibit F- Testing Services  
Exhibit G- Maintenance and Support Services  
Exhibit H- Requirements  
Exhibit I- Work Plan  
Exhibit J- Reserved  
Exhibit K- Warranty and Warranty Services  
Exhibit L- Training Services  
Exhibit M- Reserved  
Exhibit N- Reserved  
Exhibit O- Special Exhibits, Attachments, and Certificates

**1.2 ORDER OF PRECEDENCE**

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

- a. *The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1.*
- b. State of New Hampshire, DHHS Contract 2015-079.

**2. COMPENSATION**

**2.1 CONTRACT PRICE**

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

The payment by the State of the Contract price shall be the only and the complete reimbursement to Abacus for all expenses, of whatever nature incurred by Abacus in the performance hereof, and shall be the only and the complete compensation to Abacus for the services. The State shall have no liability to Abacus other than the Contract Price.

The State reserves the right to offset from any amounts otherwise payable to Abacus under this Agreement those liquidated amounts required or permitted by N.H. RSA80:7 through RSA 80:7-c or any other provision of law.

**2.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT**

This is a Non-Exclusive, Not To Exceed Contract with price and term limitations as set forth in the Contract.

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

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Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

**3. CONTRACT MANAGEMENT**

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

**3.1 THE VENDOR'S CONTRACT MANAGER**

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

Sam Akunuri  
Vice President  
35055 West Twelve Mile Road  
Suite 215  
Farmington Hills, MI 48331  
Tel: 248-679-1558  
Fax: 248-479-0811  
Email: [sam@abacusservice.com](mailto:sam@abacusservice.com)

**3.2 THE VENDOR'S PROJECT MANAGER**

**3.2.1 Contract Project Manager**

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

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

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- 3.2.3** Abacus shall not change its assignment of Abacus Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Abacus's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Abacus Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Section 3.2.1 *Contract Project Manager*, and in Section 3.6: *Reference and Background Checks*, below. Abacus shall assign a replacement Abacus Project Manager within ten (10) business days of the departure of the prior Abacus Project Manager, and Abacus shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Abacus Project Manager.
- 3.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Abacus in default and pursue its remedies at law and in equity, if Abacus fails to assign an Abacus Project Manager meeting the requirements and terms of the Contract.
- 3.2.5** Abacus Project Manager is:  
Ramprasad Tulluri  
Project Manager  
35055 West Twelve Mile Road  
Suite 215  
Farmington Hills, MI 48331  
Tel: (866)402-2228  
Fax: 248-479-0811  
Email: [ramt@abacusservice.com](mailto:ramt@abacusservice.com)

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**3.3 ABACUS KEY PROJECT STAFF**

- 3.3.1** Abacus shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in this Contract. The State may conduct reference and background checks on Abacus Key Project Staff. The State reserves the right to require removal or reassignment of Abacus’s Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Section 3.6: *Background Checks*.
- 3.3.2** Abacus shall not change any Abacus Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Abacus Key Project Staff will not be unreasonably withheld. The replacement Abacus Key Project Staff shall have comparable or greater skills than Abacus Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in this Contract and be subject to reference and background checks described in Section 3.6. *Reference and Background Checks*.
- 3.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Abacus in default and to pursue its remedies at law and in equity, if Abacus fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Abacus’s replacement Project staff.
- 3.3.3.1** Abacus Key Project Staff shall consist of the following individuals in the roles identified below:

**Abacus’s Key Project Staff:**

<b>Key Members</b>	<b>Title</b>
Sam Akunuri	Vice President
April Szlaga	Business Development Manager
Ramprasad Tulluri	Project Manager/Business Analyst
Kishore Kopalle	Senior Developer
Naga Vinod Kumar Kona	Senior Developer
Prashant Marrishetti	Senior Developer
Praveen Kumar Anthati	Developer
Praveen Reddy Rondla	Developer
Kishan Gola	Developer
Rama Devi	Quality Analyst

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**3.4 STATE CONTRACT MANAGER**

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

Thomas Lambert,  
Chief of Health Statistics and Data Management (HSDM)  
Public Health Statistics and Informatics  
NH DHHS, Division of Public Health Services  
29 Hazen Drive, Concord, NH 03301  
Tel: (603) 271-4395  
Fax: (603) 271-7623  
Email: [tlambert@dhhs.state.nh.us](mailto:tlambert@dhhs.state.nh.us)

**3.5 STATE PROJECT MANAGER**

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

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

The State Project Manager is:

Alan Lemay, Business Systems Analyst  
Public Health Statistics and Informatics  
NH DHHS, Division of Public Health Services  
29 Hazen Drive, Concord, NH 03301  
Tel: (603) 271-1604  
Fax: (603) 271-7623  
Email: [al.lemay@dhhs.state.nh.us](mailto:al.lemay@dhhs.state.nh.us)

**3.6 REFERENCE AND BACKGROUND CHECKS**

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and Abacus Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Section 10. *Use of State's Information, Confidentiality.*

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**4. DELIVERABLES**

**4.1 VENDOR RESPONSIBILITIES**

Abacus shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

Abacus may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 17. *General Terms and Conditions* herein. Abacus must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Abacus to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**4.2 DELIVERABLES AND SERVICES**

Abacus shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, Abacus represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

**4.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE**

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

**4.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE**

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

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Initial and Date All Pages:

Abacus Service Corporation Initials: A.S.

Date: 5/13/15

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**4.5 SECURITY**

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

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

**5. RESERVED**

**6. SERVICES**

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

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

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

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

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

**6.5 MAINTENANCE AND SUPPORT SERVICES** Abacus shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

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**6.6 WARRANTY SERVICES**

Abacus shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

**7. WORK PLAN DELIVERABLE**

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

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Abacus from liability to the State for damages resulting from Abacus'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, Abacus must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Abacus or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Abacus 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 Abacus's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

**8. CHANGE ORDERS**

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the NH DPHS WISDOM Technical Team. Change orders employing new technologies or making material changes to system architecture shall be reviewed and approved by the New Hampshire Department of Information Technology (DoIT). Within five (5) business days of Abacus's receipt of a Change Order, Abacus shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

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

**9. INTELLECTUAL PROPERTY**

**9.1 SOFTWARE TITLE**

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

The State shall hold all ownership, title, and rights in any Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and the associated Documentation including any and all performance enhancing operational plans and Vendor developed special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

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

**9.2 STATE'S DATA AND PROPERTY**

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

**9.3 VENDOR'S MATERIALS**

Subject to the provisions of this Contract, Abacus 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, Abacus shall not distribute any products containing or disclose any State Confidential Information. Abacus 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

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Confidential Information by Abacus employees or third party consultants engaged by Abacus.

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

**9.4 STATE WEBSITE COPYRIGHT**

**WWW Copyright and Intellectual Property Rights**

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

**9.5 RESERVED**

**9.6 SURVIVAL**

This Contract Agreement Section 9. *Intellectual Property* shall survive the termination of the Contract.

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

**10.1 USE OF STATE'S INFORMATION**

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

**10.2 STATE CONFIDENTIAL INFORMATION**

Abacus shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Abacus in connection with its performance under the Contract, regardless of its form.

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Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Abacus shall immediately notify the State if any request, subpoena or other legal process is served upon Abacus regarding the State Confidential Information, and Abacus 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, Abacus shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**10.3 VENDOR CONFIDENTIAL INFORMATION**

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

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**10.4 SURVIVAL**

This Contract Agreement Section 10, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

**11. LIMITATION OF LIABILITY**

**11.1 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 Abacus shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

**11.2 ABACUS**

Subject to applicable laws and regulations, in no event shall Abacus be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Abacus's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – Page 1, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to Abacus's indemnification obligations set forth in the Section 12: *Indemnification* and confidentiality obligations in Section 10: *Use of State's Information, Confidentiality*, which shall be unlimited.

**11.3 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.

**11.4 SURVIVAL**

This Section 11: *Limitation of Liability* shall survive termination or Contract conclusion.

**12. INDEMNIFICATION**

Abacus shall defend, indemnify and hold harmless the state, its officers and employees, from and against any and all losses suffered by the state, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of abacus. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the state, which immunity is hereby reserved to the state. This covenant in paragraph 12 shall survive the termination of this agreement.

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**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 TERMINATION FOR DEFAULT**

Any one or more of the following acts or omissions of Abacus shall constitute an event of default hereunder (“Event of Default”)

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

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

- a. Unless otherwise provided in the Contract, the State shall provide Abacus written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If Abacus fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Abacus notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Abacus a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Abacus during the period from the date of such notice until such time as the State determines that Abacus has cured the Event of Default shall never be paid to Abacus.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and Abacus shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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**13.1.2** The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

**13.2 TERMINATION FOR CONVENIENCE**

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

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

**13.3 TERMINATION FOR CONFLICT OF INTEREST**

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

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

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

**13.4 TERMINATION PROCEDURE**

**13.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Abacus to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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

**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

**15.1** Abacus shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

**15.2** Abacus shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless

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otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Abacus of any of its obligations under the Contract nor affect any remedies available to the State against Abacus that may arise from any event of default of the provisions of the Contract. The State shall consider Abacus to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**15.3** Notwithstanding the foregoing, nothing herein shall prohibit Abacus from assigning the Contract to the successor of all or substantially all of the assets or business of Abacus provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Abacus should change ownership, as permitted under Section 14. *Change of Ownership*, the State shall have the option to continue under the Contract with Abacus, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Abacus, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Abacus, its successors or assigns.

**16. DISPUTE RESOLUTION**

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

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

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b>	Ram Tulluri, Project Manager	Alan Lemay, State Project Manager (PM)	5 Business Days
<b>First</b>	April Szlaga, BDM	Brook Dupee, Bureau Chief	10 Business Days
<b>Second</b>	Sam Akunuri, Vice President	Director of DPHS	15 Business Days
<b>Third</b>	Sam Akunuri, Vice President	Nicholas Toumpas, Commissioner	20 Business Days

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

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**17. GENERAL TERMS AND CONDITIONS**

**17.1 TRAVEL EXPENSES**

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

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

**17.2 SHIPPING AND DELIVERY FEE EXEMPTION**

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

**17.3 PROJECT WORKSPACE AND OFFICE EQUIPMENT**

The Abacus Team shall perform the Project using Abacus’ workspace and office equipment, including computers at no cost to the State.

**17.4 ACCESS/COOPERATION**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Abacus with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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

**17.5 REQUIRED WORK PROCEDURES**

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

**17.6 COMPUTER USE**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), Abacus understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or

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other private and non-State use and that at no time shall Abacus access or attempt to access any information without having the express authority to do so.

- c. That at no time shall Abacus access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Abacus must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Abacus. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Abacus is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**17.7 EMAIL USE**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal Email systems” or “State-funded Email systems.” Abacus understands and agrees that use of email shall follow State standard policy (available upon request).

**17.8 INTERNET/INTRANET USE**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

**17.9 VENUE AND JURISDICTION**

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

**17.10 SURVIVAL**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and Section 10: *Use of State’s Information, Confidentiality* and Section 13: Indemnification which shall all survive the termination of the Contract.

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**17.11 WORK FOR HIRE**

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract (“work(s)”). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

**17.12 FORCE MAJEURE**

Neither Abacus 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 Abacus’s inability to hire or provide personnel needed for Abacus’s performance under the Contract.

**17.13 NOTICES**

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

To Abacus:  
Abacus Service Corporation  
35055 West Twelve Mile Road  
Suite 215  
Farmington Hills, MI 48331  
Tel: (866)402-2228  
Attn: April Szlaga

To State:  
State Of New Hampshire  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301  
Attn: Thomas Lambert

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>CCP</b>	Change Control Procedures
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>CM</b>	Configuration Management
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, Part 2 and Part 3. The documentation consisting of both the General Provisions, Contract Agreement and the Exhibits which

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	represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 3. <i>Contract Management</i> )
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 1.1.
<b>Contractor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CR</b>	Change Request
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.  <b>Class A Deficiency – Software - Critical, does not allow System to</b>

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	<p>operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency – Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency – Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>DIY</b>	Do it yourself, also known as DIY, is building or modifying your own MyWISDOM version
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses

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

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	functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>SaaS- Software as a Service</b>	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as

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	described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term “State” shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State’s Confidential Records</b>	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State’s representative with regard to Project oversight
<b>State’s Project Manager (PM)</b>	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this

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	Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when Abacus is supporting System changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/ Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which Abacus is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty

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Abacus Service Corporation Initials:           A.S.          

Date: 5/13/15

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	<b>Period.</b>
<b>WISDOM Technical Team (WTT)</b>	The DPHS team responsible for administering WISDOM and creating WISDOM content.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**1. DELIVERABLES**

Abacus Service Corporation shall provide the State with software development services, to include providing enhancements to the existing NH Health WISDOM core system and modules and the creation of new modules. Additionally, Abacus will provide to the State continued hosting, operations, maintenance and support of the application.

The WISDOM web application is a secure, authenticated, web-based application. The application provides no-cost on-demand information to the public, public health partners, and to staff within the NH DHHS. Public users can instantly access summaries of data related to determinants of health, health risks, and health outcomes in an easy to understand graphical format.

WISDOM contains interactive “dashboards” and “report cards” which allow users to customize, organize, and manage graphs, tables, and maps using an intuitive graphical user interface. Public users have the ability to customize and save their own health dashboards and report cards for future use.

WISDOM also provides internal DPHS user access to strategy and performance improvement measures found in the Performance Management Application (PMA). The PMA gives the ability for DPHS staff to track, manage, and monitor their performance toward achieving improved health objectives and align their performance metrics with the overall DPHS strategy.

The WISDOM application was developed, deployed, and enhanced by Abacus Service Corporation under the statewide Contract for Advanced Temporary Technical Services (“CATTS #8001060”). This Contract #2015-079, shall provide for the continuation of Services provided under the previous CATTS contract.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of the Warranty Period. Prior to the commencement of work on Non-Software and Written Deliverables, Abacus shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

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

**1.1 Statement of Work**

Abacus Service Corporation will be responsible for providing enhancements, ongoing hosting, application maintenance, operations, and technical support services for the NH Health WISDOM application and databases. Abacus shall be responsible for the management and administration of the hosting environment, as well as software enhancements specified in this Contract and other to be determined under the Change Order process.

**1.2 Hosting Services**

Abacus shall provide 3<sup>rd</sup> party hosting services for the NH Health WISDOM System in accordance with requirements of the contract. The State reserves the right to discontinue hosting services and transition the application to a State sourced platform, upon a 90 day notice to Abacus.

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- 1.2.1 Hosting services shall include, but not be limited to, maintaining the operating environment for the WISDOM System, manage the computer, networking, and software infrastructure, employing security practices that meet or exceed the requirements of the Contract, performing system backup, applying patches, bug fixes, and upgrades.
- 1.2.2 System availability shall meet or exceed a metric of 99.9% up time, except for planned maintenance windows.
- 1.2.3 Requirements for hosting services are more fully described in Exhibit H.
- 1.2.4 Transition Services shall be provided in a timely and orderly manner as required upon the occurrence of events as outlined and described in Part 1 of this Contract. Such events shall include but not be limited to, the contract termination; the contract is not extended; or, the State takes ownership of the system. Requirements for Transition Services are more fully described in Exhibit H.

**1.3 Operations**

Abacus shall perform general system administration including operational functions related to the day-to-day management of the hardware, software, network system, and databases.

- 1.3.1 Operational tasks include but are not limited to managing application and utility services stops and restarts, managing communications with the hosting vendor and the State, setting up application and database back-up and recovery processes, and maintaining application code and configuration tables.
- 1.3.2 Abacus must ensure that there are necessary security restrictions/controls on those that provide administrative services.
- 1.3.3 Requirements for operational services are more fully described in Exhibit H.

**1.4 Technical Support**

Abacus shall provide support to the NH Health WISDOM System Administrator(s) and State technical team who handle support requests from program staff. Abacus will provide support for the advanced technical issues and vendor related problems.

- 1.4.1 Technical support services shall include but not be limited to, managing support phone calls and emails from State system administrators, troubleshooting and triaging system problems, escalating unresolved issues, and tracking and reporting on support calls and resolutions.
- 1.4.2 Said support shall be available to the State on Monday through Friday between 8 AM and 5 PM ET (Eastern Time) - Normal Business Hours.
- 1.4.3 Requirements for technical support services are more fully described in Exhibit H.

**1.5 Software Maintenance**

Abacus shall maintain the WISDOM System in accordance with the requirements of the Contract.

- 1.5.1 Maintenance services shall include but not be limited to correcting Software Defects, applying patches and bug fixes to both the WISDOM System and the related third party software applications, performing quality assurance testing after any System

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change, upgrading related third party software applications as appropriate, and performing security evaluations in accordance with the schedule in the work plan.

**1.5.2** On a quarterly basis, the State and Abacus shall develop a maintenance plan that shall include a list of minor enhancements and fixes for the System. This plan shall be integrated into the Work plan through the Change Order Process.

**1.5.3** Requirements for software maintenance services are more fully described in Exhibit H.

**1.6 Project Management**

Abacus shall assign a Project Manager and technical team to lead and manage the Project. The Abacus 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 Abacus Implementation Team.

**1.6.1** Project management duties shall include, but not be limited to, communications, project reporting, schedules, the change order process, and Work Plan updates.

**1.6.2** Requirements for project management services are more fully described in Exhibit H.

**1.7 Software Development (Planned Enhancements)**

The State will use the Change Order Process to make requests to Abacus for custom enhancements to WISDOM in response to policy, regulatory and statutory changes, as well as the programmatic and functional requirements of the NH DPHS WISDOM Technical Team. Each modification shall be designed so as not to impair the existing functionality of the system or invalidate any data already contained in the database. As per Part 3, Exhibit F; and Part 2, Section 4.4, System/Software Testing and Acceptance, and Section 8, Change Orders, of the Contract Agreement, said changes shall also be thoroughly quality assurance tested before being moved to the production environment. Change orders shall include a statement of work for each enhancement, including project requirements and deliverables. As described in Section 8 Change Orders, upon receipt of a Change Order Request, Abacus Service Corporation shall submit a proposal outlining the technical project details, the number of Abacus staff hours required, and the firm fixed price quote for the Enhancement. The price quote shall be based upon the rates in Table 3: Hourly Development Costs within Exhibit B. Upon approval by the NH DPHS WISDOM Technical Team, Abacus Service Corporation shall proceed with the agreed-upon changes. Change orders employing new technologies or making material changes to system architecture shall be reviewed in advance by the New Hampshire Department of Information Technology (DoIT).

The State reserves the right to cancel a deliverable prior to the initiation of the deliverable. In the event a deliverable is removed, the cancelled deliverable will be replaced with a mutually agreed upon deliverable using the Change Order process.

Requirements for software enhancement services are more fully described in Exhibit H, Requirements.

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**1.8 Other Services**

**1.8.1 System Security and Audit Trail**

Abacus shall insure that existing application and database security features, including but not limited to: user account/password protection, usage logs, transmission encryption, audit tables, and retained security profiles. Abacus shall track in a usage log, the date/time and network address for every role-based user accessing WISDOM. The usage logs shall be made available and may be examined by State Users. When unusual network addresses, unusual login times, and/or other inappropriate use are noted, the State may request Abacus Service Corporation to follow up and confirm that the access in question was legitimate.

**1.8.2 Training**

Training and/or refreshers on WISDOM functionality will be provided by Abacus to the NH DPHS Wisdom Technical Team as more fully described in Exhibit L, *Training Services*.

**1.8.3 Documentation**

The State anticipates that modifications and updates to the project documentation, both electronic and paper, will be required. Documentation updates may include, user manuals, system documentation (logical and physical), and system operations. Whenever changes or updates occur in documentation that has been delivered to the State, the revised documents shall specify the document number and title, date of the original issue, the date of the effective change, and change bars designating the changes.

Documentation developed by Abacus Service Corporation shall be supplied in electronic format. The electronic version shall be provided in an industry standard electronic format, as mutually agreed to by Abacus Service Corporation and the State. When major changes to a document are made, as determined by Abacus Service Corporation in its reasonable discretion, a complete revision of the document shall be issued and delivered. Revisions shall be numbered and dated.

**2. DELIVERABLES SCHEDULE**

**2.1 Implementation Schedule–Deliverables**

Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>Year 1</b>			
1	<b>Year 1: Project Management</b>		
1.1	Conduct Project Kickoff Meeting	Non-Software	July 2015

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	<input checked="" type="checkbox"/> Acceptance of Enhancement(s)		
3.1	Q1. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Q1
3.2	Q2. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Q2
3.3	Q3. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Q3
3.4	Q4. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Q4
<b>4</b>	<b>Year 1: Minor Enhancements</b>		
4.1	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Q1
4.2	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Q2
4.3	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Q3
4.4	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Q4
<b>Major Enhancements</b>			
<b>5</b>	<b>Year 1: Encryption</b>		
5.1	Abacus adds https certificate encryption to the NH Health WISDOM UAT and Production applications using State provided certificates.  Abacus integrates Cognos https changes within NH Health WISDOM.	Software	Per the Work Plan
5.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
5.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>6</b>	<b>Year 1: Performance Management Application (PMA)</b>		
6.1	Abacus merges the Strategic Unit and Indicator entities into a single entity and reconfigures the target date and target value attributes. The new values display within the strategy hierarchy table.  Abacus shall provide the ability through the PMA to add/change Indicators. Include an integrated attribute marking the Indicator as a Global or PMA-Only. The search results only display Global Indicators.	Software	Per the Work Plan
6.3	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
6.4	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>7</b>	<b>Year 1: Community Profiles</b>		
7.1	Abacus shall provide expansion use of the Community Profiles module to include new community types (e.g. 'Socio Economic Communities', et al). 'By Geography' is the current Community Profile Type.  Abacus shall provide the ability on each slide in the report card to display all of the default reports for the selected indicator in a new tab in the form of a health topic dashboard.	Software	Per the Work Plan
7.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
7.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>8</b>	<b>Year 1: Health Equity / Access &amp; Utilization Modules</b>		

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
8.1	<p>Abacus builds a new Health Equity Module and integrates the module into the Home Page and Topic Group Summary pages as the fourth type of Dashboard (e.g. 1. Health Topics, 2. Community Profiles, 3. Access &amp; Utilization). The module design closely aligns to Community Profiles Module.</p> <p>Abacus shall provide usability improvements based on feedback and new requirements from the Access and Utilization pilot.</p> <p>The total number of Abacus combined development and QA days shall not exceed 80 days. A mutually (State and Abacus) agreed upon total work days will be calculated during the module's work plan. The calculation estimates will be based on complete set of requirements. Any estimated days under-utilized will be returned back to the State and/or used toward other enhancements.</p>	Software	Per the Work Plan
8.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
8.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>9</b>	<b>Year 1: Content Manager</b>		
9.1	Abacus extends Data Reports Content Types. A data source has the ability to have multiple charts associated to it. Add the ability to have both column and bar charts with improved grouping, series, and aggregation. Integrate an upgraded data entry component (e.g. jQuery Handsontable).	Software	Per the Work Plan
9.3	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
9.4	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>10</b>	<b>Year 1: Content Types (RStudio)</b>		
10.1	Abacus shall provide and install RStudio Shiny Server	Software	Per the

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	Open Source Edition for a proof of concept and provide developer access to the State. This includes adding a new RStudio content type, to test the viability of using RStudio Shiny built applications in WISDOM. Alternatively, an agreed upon substitute software solution may be used as an RStudio replacement.		Work Plan
10.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software	
10.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software	
<b>11</b>	<b>Year 1: Slide Info</b>		
11.1	Abacus shall provide the ability to drill into the details behind a slide. An 'Info' icon when clicked would send a request to Cognos passing the Indicator ID. In return, Cognos would access a secure Oracle view of the WISDOM Indicator's metadata, reformat it and return the formatted information to the user.	Software	Per the Work Plan
11.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
11.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>12</b>	<b>Year 1: Smart URLs</b>		
12.1	Abacus shall provide active smart URLs and enables the URLs within Google Analytics.	Software	Per the Work Plan
12.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
12.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>13</b>	<b>Year 1: Sharing Dashboards</b>		
13.1	Abacus shall provide the ability to share customized	Software	Per the

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	dashboards and/or single slides (i.e., a single slide dashboard which opens without any web page elements visible other than the slide content) with others.		Work Plan
13.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
13.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>14</b>	<b>Year 1: Feedback</b>		
14.1	Abacus shall provide a custom feedback form for each topic. A feedback button placed next to the dashboard tools button would be used to capture feedback for a specific dashboard.	Software	Per the Work Plan
14.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
14.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>15</b>	<b>Year 1: MyWISDOM</b>		
15.1	Abacus enhances MyWISDOM for several user improvements and shall: <ul style="list-style-type: none"> <li>• Provide ability for duplicate dashboard names globally, and restrict to unique names by user.</li> <li>• Allow custom dashboards to be saved, saved as a new copy, grouped and sorted.</li> <li>• Provide renaming of a MyWISDOM dashboards.</li> <li>• Restrict Admins from deleting a publically available topic from within MyWISDOM.</li> </ul>	Software	Per the Work Plan
15.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
15.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>16</b>	<b>Year 1: Contracts and Contractor Data Entry</b>		
16.1	Abacus integrates Contracts within the PMA strategy.  Abacus implements Contract/Contractors Data Entry Module improvements for Contractors to enter data. Requires further integration into both the User and PMA modules.	Software	Per the Work Plan
16.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
16.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>Miscellaneous</b>			
<b>17</b>	<b>Year 1: System Security Audit Service</b>		
17.1	Abacus shall provide 3rd party Security Testing including penetration testing.	Non-Software	Per the Work Plan
17.2	Abacus shall provide technical service hours associated with System Audit Service. (Technical Consulting Services)	Non-Software	
17.3	Abacus shall correct security flaws found during the System Audit Service at no cost to the State.	Software	
<b>18</b>	<b>Year 1: Web Conferencing</b>		
18.1	Abacus shall provide web conferencing capability for WISDOM Technical Team for training, demos, meetings, and troubleshooting remote user issues. <ul style="list-style-type: none"> <li>• Conference up to 25 people</li> <li>• Full Screen Video conferencing</li> <li>• VoIP or phone call-in</li> <li>• Record meetings (including video)</li> <li>• Share the presenter role</li> </ul>	Non-Software	Ongoing
<b>19</b>	<b>Year 1: Optional Services</b>		
19.1	Abacus shall provide Optional Services authorized through the Change Order process. The State may consider accelerating targeted deliverables requiring additional Abacus resources or subcontracting. The Optional	Software	In accordance with the Work Plan

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	Services include: <ul style="list-style-type: none"> <li>• Moving Year 2 and/or Year 3 enhancements into Year 1.</li> <li>• Cognos Consulting Services for data and reporting needs</li> <li>• Esri ArcGIS Consulting Services for associated mapping needs</li> <li>• WISDOM Web Designer Consulting Services for designing the key areas of WISDOM</li> <li>• WISDOM Graphics Services for WISDOM images.</li> </ul>		

Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>Year 2</b>			
<b>20</b>	<b>Year 2: Project Management</b>		
20.1	Conduct Project Kickoff Meeting	Non-Software	July 2016
20.2	Project Work Plan (including milestones)	Written	July 2016
20.3	Technical Architecture Review and Plan Development	Written	July 2016
20.4	Status Reports/Meetings and Updates to Work Plan	Written	Weekly
<b>21</b>	<b>Year 2: Hosting Services</b>		
21.1	Abacus shall provide a 1 year extension to hosting NH Health WISDOM. <ul style="list-style-type: none"> <li>• UAT and Production</li> <li>• Application and Database</li> <li>• Dedicated private network database connection</li> <li>• RStudio</li> </ul>	Non-Software	July 2016
<b>22</b>	<b>Year 2: System Operations, Technical Support &amp; Software Maintenance Services</b>		
22.a	<b>System Operations Services</b> Abacus shall perform System operational function as	Ongoing	

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>23</b>	<b>Year 2: Minor Enhancements</b>		
23.1	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y2Q1
23.2	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y2Q2
23.3	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y2Q3
23.4	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y2Q4
<b>Major Enhancements</b>			
<b>24</b>	<b>Year 2: Pooled Funding Enhancements</b>		
24.1	<p>Abacus shall provide up to 500 combined work effort days for development and QA. Up to an additional 100 work effort days for analysis, project management, documentation and training. Using a Change Order Process, the projects listed below will be estimated and mutually agreed upon at the start of year 2. The associated requirements and scope of the work planned may not exceed the Pooled Funding amount.</p> <p><b>New Dashboard Modules</b></p> <ul style="list-style-type: none"> <li>• 24.1.1 Emergency Module</li> <li>• 24.1.2 Hospital Performance Module</li> </ul> <p>Abacus builds two new Dashboard Modules and integrates the modules into the Home Page, Topic Group Summary and Search pages. The new modules will be incorporate and extend the existing Content Types and dashboard features. They will closely align to the existing Dashboard List (e.g.1. Health Topics, 2. Community Profiles, 3. Access &amp; Utilization, 4. Health Equity).</p> <p><b>PMA</b></p> <p>24.1.3 PMA Phase II (Part A) Deliverables requirements will be based on the needs of the PMA and feedback given by users in the first year of the contract. The work will be broken into years two (part</p>	Software	Per the Work Plan

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	<p>A) and three (part B). Abacus provides PMA summary reports including charts.</p> <p><b>Publications</b></p> <p><b>24.1.4</b> Abacus modifies the Publications Module including:</p> <ul style="list-style-type: none"> <li>• revised entryway into the module,</li> <li>• improved UI</li> <li>• implementing a table of contents</li> <li>• add page numbering</li> <li>• embed report iframes within tinyMCE</li> </ul> <p><b>Dashboard Improvements</b></p> <p><b>24.1.5</b> Dashboard Improvements including:</p> <ul style="list-style-type: none"> <li>• Ability for users to customize their dashboards with rich text. (e.g. tinyMCE)</li> </ul> <p><b>MyWISDOM and Home Page Improvements</b></p> <p><b>24.1.6</b> Several improvements (TBD) including:</p> <ul style="list-style-type: none"> <li>• Build out the 'MyWISDOM' for reviewer and approver functionality.</li> </ul> <p><b>RStudio Content Type</b></p> <p><b>24.1.7</b> Integrate RStudio Shiny Server Pro and Content Type enhancements based on original proof of concept feedback.</p>		
24.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
24.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>Miscellaneous (Year 2)</b>			
<b>25</b>	<b>Year 2: System Security Audit Service</b>		
25.1	Abacus shall provide 3rd party Security Testing including penetration testing.	Non-Software	Per the Work Plan
25.2	Abacus shall provide technical service hours associated	Non-Software	

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	with System Audit Service. (Technical Consulting Services)		
25.3	Abacus shall correct security flaws found during the System Audit Service at no cost to the State.	Software	
<b>26</b>	<b>Year 2: Web Conferencing</b>		
26.1	Abacus shall provide web conferencing capability for WISDOM Technical Team for training, demos, meetings, and troubleshooting remote user issues. <ul style="list-style-type: none"> <li>• Conference up to 25 people</li> <li>• Full Screen Video conferencing</li> <li>• VoIP or phone call-in</li> <li>• Record meetings (including video)</li> <li>• Share the presenter role</li> </ul>	Non-Software	Ongoing
<b>Year 3</b>			
<b>27</b>	<b>Year 3: Project Management</b>		
27.1	Conduct Project Kickoff Meeting	Non-Software	July 2017
27.2	Project Work Plan (including milestones)	Written	July 2017
27.3	Technical Architecture Review and Plan Development	Written	July 2017
27.4	Status Reports/Meetings and Updates to Work Plan	Written	Weekly
<b>28</b>	<b>Year 3: Hosting Services</b>		
28.1	Abacus shall provide a 1 year extension to hosting NH Health WISDOM. <ul style="list-style-type: none"> <li>• UAT and Production</li> <li>• Application and Database</li> <li>• Dedicated private network database connection</li> <li>• RStudio</li> </ul>	Non-Software	July 2017
<b>29</b>	<b>Year 3: System Operations, Technical Support &amp; Software Maintenance Services</b>		
29.a	<b>System Operations Services</b> Abacus shall perform System operational function as specified in the Contract.	Ongoing	
	<b>Technical Support Services</b> Abacus shall provide technical support services in accordance with the Contract.	Ongoing	
	<b>Software Maintenance Services</b>		

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	Software maintenance tasks shall be completed using the following methodology: <input checked="" type="checkbox"/> Create quarterly maintenance work plan <input checked="" type="checkbox"/> Analysis & code development <input checked="" type="checkbox"/> Unit, integration, regression testing and test plans <input checked="" type="checkbox"/> Train Wisdom Technical Team <input checked="" type="checkbox"/> User Acceptance Testing (UAT) Approval <input checked="" type="checkbox"/> Deployment Plan <input checked="" type="checkbox"/> Production Deployment <input checked="" type="checkbox"/> Incident Management <input checked="" type="checkbox"/> Documentation <input checked="" type="checkbox"/> Acceptance of Production Implementation <input checked="" type="checkbox"/> 90 Day Warranty Period <input checked="" type="checkbox"/> Acceptance of Enhancement(s)	Written Software Written Non-Software Non-Software Written Software Non-Software Written Written Software Written	
29.1	Q1. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y3Q1
29.2	Q2. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y3Q2
29.3	Q3. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y3Q3
29.4	Q4. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y3Q4
<b>30</b>	<b>Year 3: Minor Enhancements</b>		
30.1	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y3Q1
30.2	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y3Q2
30.3	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y3Q3
30.4	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y3Q4
<b>Major Enhancements</b>			

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>31</b>	<b>Year 3: Pooled Funding Enhancements and Transition Services</b>		
31.1	<p>Abacus shall provide up to 480 combined work effort days for development and QA. Up to an additional 100 work effort days for analysis, project management, documentation and training. Using a Change Order Process, the projects listed below will be estimated and mutually agreed upon at the start of year 3. The associated requirements and scope of the work planned may not exceed the Pooled Funding amount.</p> <p><b>New Dashboard Modules</b></p> <ul style="list-style-type: none"> <li>• 31.1.1 Data Source Module</li> <li>• 31.1.2 Custom (DIY) Health Dashboard Module</li> <li>• 31.1.3 Custom (DIY) Health Reports</li> </ul> <p><b>PMA</b></p> <ul style="list-style-type: none"> <li>• 31.1.4 PMA Phase II Deliverables - Part B</li> </ul> <p><b>New Content Type</b></p> <ul style="list-style-type: none"> <li>• 31.1.5 Introduce new content type (e.g. Exaptive, Cognos Upgrade)</li> </ul> <p><b>Transition Services</b></p> <ul style="list-style-type: none"> <li>• 31.1.6 Transition for hosting, supporting, and maintaining WISDOM</li> </ul>	Software	Per the Work Plan
31.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment	
31.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance	
<b>Miscellaneous</b>			
<b>32</b>	<b>Year 3: System Security Audit Service</b>		
32.1	Abacus shall provide 3rd party Security Testing including penetration testing.	Non-Software	Per the Work Plan
32.2	Abacus shall provide technical service hours associated with System Audit Service. (Technical Consulting Services)	Non-Software	
32.3	Abacus shall correct security flaws found during the System Audit Service at no cost to the State.	Software	

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>33</b>	<b>Year 3: Web Conferencing</b>		
33.1	Abacus shall provide web conferencing capability for WISDOM Technical Team for training, demos, meetings, and troubleshooting remote user issues. <ul style="list-style-type: none"> <li>• Conference up to 25 people</li> <li>• Full Screen Video conferencing</li> <li>• VoIP or phone call-in</li> <li>• Record meetings (including video)</li> <li>• Share the presenter role</li> </ul>	Non-Software	Ongoing

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**1. DELIVERABLE PRICE AND PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) with a maximum contract value of \$597,944 for the period between the Effective Date through June 30, 2018. Abacus shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Abacus to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

<b>Table 1: Deliverables Price and Payment Table</b>					
Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
<b>Year 1</b>					
<b>1</b>	<b>Year 1: Project Management</b>				
1.1	Conduct Project Kickoff Meeting	Non-Software	July 2015	Included	
1.2	Project Work Plan (including milestones)	Written	July 2015	Included	\$28,862 (20% Payment Excludes Hosting & Web Conferencing)
1.3	Technical Architecture Review and Plan Development	Written	July 2015	Included	
1.4	Status Reports/Meetings and Updates to Work Plan	Written	Weekly	Included	
			<b>Subtotal</b>		<b>\$28,862</b>
<b>2</b>	<b>Year 1: Hosting Services</b>				
2.1	Abacus shall provide a 1 year extension to hosting NH Health WISDOM. • UAT and Production • Application and Database • Dedicated private network database connection	Non-Software	July 2015	\$6,500	\$6,500
2.2	Abacus shall provide hosting for RStudio Shiny Server Open Source Edition.	Non-Software	TBD	\$2,500	\$2,500
			<b>Subtotal</b>	<b>\$9,000</b>	Not to exceed: <b>\$9,000</b>

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<b>Table 1: Deliverables Price and Payment Table</b>					
Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
<b>3</b>	<b>Year 1: System Operations, Technical Support &amp; Software Maintenance Services</b>				
3.1	Q1. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Q1	\$10,000	EOQ1: \$2,000 (20% payments)
3.2	Q2. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Q2		EOQ2: \$2,000 (20% payments)
3.3	Q3. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Q3		EOQ3: \$2,000 (20% payments)
3.4	Q4. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Q4		EOQ4: \$2,000 (20% payments)
			<b>Subtotal</b>	<b>\$10,000</b>	<b>\$8,000</b> <b>(80% payment)</b>
<b>4</b>	<b>Year 1: Minor Enhancements</b>				
4.1	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Q1	\$33,200	EOQ1: \$6,640 (20% payments)
4.2	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Q2		EOQ2: \$6,640 (20% payments)
4.3	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Q3		EOQ3: \$6,640 (20% payments)
4.4	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Q4		EOQ4: \$6,640 (20% payments)
			<b>Subtotal</b>	<b>\$33,200</b>	<b>\$26,560</b> <b>(80% payment)</b>
<b>Major Software Enhancements</b>					
<b>5</b>	<b>Year 1: Encryption</b>				
5.1	Abacus adds https certificate encryption to the NH Health WISDOM UAT and Production applications	Software	Per the Work Plan	\$1,728	\$346 (20% Payment)

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<b>Table 1: Deliverables Price and Payment Table</b>					
Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
	using State provided certificates.  Abacus integrates Cognos https changes within NH Health WISDOM.				
5.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$518 (30% Payment)
5.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$518 (30% Payment)
			<b>Subtotal</b>	<b>\$1,728</b>	<b>\$1,382 (80% payment)</b>
<b>6</b>	<b>Year 1: Performance Management Application (PMA)</b>				
6.1	Abacus merges the Strategic Unit and Indicator entities into a single entity and reconfigures the target date and target value attributes. The new values display within the strategy hierarchy table.  Abacus shall provide the ability through the PMA to add/change Indicators. Include an integrated attribute marking the Indicator as a Global or PMA-Only. The search results only display Global Indicators.	Software	Per the Work Plan	\$10,368	\$2,074 (20% Payment)
6.3	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$3,110 (30% Payment)
6.4	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$3,110 (30% Payment)
			<b>Subtotal</b>	<b>\$10,368</b>	<b>\$8,294 (80% payment)</b>

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<b>Table 1: Deliverables Price and Payment Table</b>					
Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
<b>7</b>	<b>Year 1: Community Profiles</b>				
7.1	<p>Abacus shall provide expansion use of the Community Profiles module to include new community types (e.g. 'Socio Economic Communities', et al). 'By Geography' is the current Community Profile Type.</p> <p>Abacus shall provide the ability on each slide in the report card to display all of the default reports for the selected indicator in a new tab in the form of a health topic dashboard.</p>	Software	Per the Work Plan	\$8,640	\$1,728 (20% Payment)
7.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$2,592 (30% Payment)
7.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$2,592 (30% Payment)
			<b>Subtotal</b>	<b>\$8,640</b>	<b>\$6,912 (80% payment)</b>
<b>8</b>	<b>Year 1: Health Equity / Access &amp; Utilization Modules</b>				
8.1	<p>Abacus builds a new Health Equity Module and integrates the module into the Home Page and Topic Group Summary pages as the fourth type of Dashboard (e.g.1. Health Topics, 2. Community Profiles, 3. Access &amp; Utilization). The module design closely aligns to Community Profiles Module.</p> <p>Abacus shall provide usability improvements based on feedback and new requirements from the Access and Utilization pilot.</p> <p>The total number of Abacus combined development and QA days shall not exceed 80 days. A mutually (State and Abacus) agreed upon total work days will be calculated during the module's work plan. The calculation estimates will be based on complete set of requirements. Any estimated days under-utilized</p>	Software	Per the Work Plan	\$13,824	\$2,765 (20% Payment)

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<b>Table 1: Deliverables Price and Payment Table</b>					
<b>Ref #</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Price</b>	<b>Payment Amount</b>
	will be returned back to the State and/or used toward other enhancements.				
8.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$4,147 (30% Payment)
8.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$4,147 (30% Payment)
			<b>Subtotal</b>	<b>\$13,824</b>	<b>\$11,059 (80% payment)</b>
<b>9</b>	<b>Year 1: Content Manager</b>				
9.1	Abacus extends Data Reports Content Types. A data source has the ability to have multiple charts associated to it. Add the ability to have both column and bar charts with improved grouping, series, and aggregation. Integrate an upgraded data entry component (e.g. jQuery Handsontable).	Software	Per the Work Plan	\$14,182	\$2,837 (20% Payment)
9.3	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$4,254 (30% Payment)
9.4	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$4,254 (30% Payment)
			<b>Subtotal</b>	<b>\$14,182</b>	<b>\$11,345 (80% payment)</b>
<b>10</b>	<b>Year 1: Content Types (RStudio)</b>				
10.1	Abacus shall provide and install RStudio Shiny Server Open Source Edition for a proof of concept and provide developer access to the State. This includes adding a new RStudio content type, to test the viability of using RStudio Shiny built applications in WISDOM. Alternatively, an agreed upon substitute software solution may be used as an	Software	Per the Work Plan	\$7,603	\$1,520 (20% Payment)

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<b>Table 1: Deliverables Price and Payment Table</b>					
<b>Ref #</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Price</b>	<b>Payment Amount</b>
	RStudio replacement.				
10.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software			\$2,281 (30% Payment)
10.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software			\$2,281 (30% Payment)
			<b>Subtotal</b>	<b>\$7,603</b>	<b>\$6,082 (80% payment)</b>
<b>11</b>	<b>Year 1: Slide Info</b>				
11.1	Abacus shall provide the ability to drill into the details behind a slide. An 'Info' icon when clicked would send a request to Cognos passing the Indicator ID. In return, Cognos would access a secure Oracle view of the WISDOM Indicator's metadata, reformat it and return the formatted information to the user.	Software	Per the Work Plan	\$5,702	\$1,140 (20% Payment)
11.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$1,711 (30% Payment)
11.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$1,711 (30% Payment)
			<b>Subtotal</b>	<b>\$5,702</b>	<b>\$4,562 (80% payment)</b>
<b>12</b>	<b>Year 1: Smart URLs</b>				
12.1	Abacus shall provide active smart URLs and enables the URLs within Google Analytics.	Software	Per the Work Plan	\$5,702	\$1,140 (20% Payment)
12.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$1,711 (30% Payment)

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<b>Table 1: Deliverables Price and Payment Table</b>					
Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
12.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$1,711 (30% Payment)
			<b>Subtotal</b>	<b>\$5,702</b>	<b>\$4,562 (80% payment)</b>
<b>13</b>	<b>Year 1: Sharing Dashboards</b>				
13.1	Abacus shall provide the ability to share customized dashboards and/or single slides (i.e., a single slide dashboard which opens without any web page elements visible other than the slide content) with others.	Software	Per the Work Plan	\$7,603	\$1,520 (20% Payment)
13.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$2,281 (30% Payment)
13.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$2,281 (30% Payment)
			<b>Subtotal</b>	<b>\$7,603</b>	<b>\$6,082 (80% payment)</b>
<b>14</b>	<b>Year 1: Feedback</b>				
14.1	Abacus shall provide a custom feedback form for each topic. A feedback button placed next to the dashboard tools button would be used to capture feedback for a specific dashboard.	Software	Per the Work Plan	\$7,603	\$1,520 (20% Payment)
14.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$2,281 (30% Payment)
14.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$2,281 (30% Payment)
			<b>Subtotal</b>	<b>\$7,603</b>	<b>\$6,082</b>

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
					<b>(80% payment)</b>
<b>15</b>	<b>Year 1: MyWISDOM</b>				
15.1	Abacus enhances MyWISDOM for several user improvements and shall: <ul style="list-style-type: none"> <li>• Provide ability for duplicate dashboard names globally, and restrict to unique names by user.</li> <li>• Allow custom dashboards to be saved, saved as a new copy, grouped and sorted.</li> <li>• Provide renaming of a MyWISDOM dashboards.</li> <li>• Restrict Admins from deleting a publically available topic from within MyWISDOM.</li> </ul>	Software	Per the Work Plan	\$5,702	\$1,140 (20% Payment)
15.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$1,711 (30% Payment)
15.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$1,711 (30% Payment)
			<b>Subtotal</b>	<b>\$5,702</b>	<b>\$4,562 (80% payment)</b>
<b>16</b>	<b>Year 1: Contracts and Contractor Data Entry</b>				
16.1	Abacus integrates Contracts within the PMA strategy.  Abacus implements Contract/Contractors Data Entry Module improvements for Contractors to enter data. Requires further integration into both the User and PMA modules.	Software	Per the Work Plan	\$12,443	\$2,490 (20% Payment)
16.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			\$3,732 (30% Payment)
16.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			\$3,732 (30% Payment)

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
			<b>Subtotal</b>	<b>\$12,443</b>	<b>\$9,954 (80% payment)</b>
<b>Miscellaneous</b>					
<b>17</b>	<b>Year 1: System Security Audit Service</b>				
17.1	Abacus shall provide 3rd party Security Testing including penetration testing.	Non-Software	Per the Work Plan	\$17,000	\$17,000
17.2	Abacus shall provide technical service hours associated with System Audit Service. (Technical Consulting Services)	Non-Software		\$3,000	\$3,000
17.3	Abacus shall correct security flaws found during the System Audit Service at no cost to the State.	Software		\$0	\$0
			<b>Subtotal</b>	<b>\$20,000</b>	Not to exceed: <b>\$20,000</b>
<b>18</b>	<b>Year 1: Web Conferencing</b>				
18.1	Abacus shall provide web conferencing capability for WISDOM Technical Team for training, demos, meetings, and troubleshooting remote user issues. <ul style="list-style-type: none"> <li>• Conference up to 25 people</li> <li>• Full Screen Video conferencing</li> <li>• VoIP or phone call-in</li> <li>• Record meetings (including video)</li> <li>• Share the presenter role</li> </ul>	Non-Software	Ongoing	\$700	\$700
			<b>Subtotal</b>	<b>\$700</b>	<b>\$700</b>
<b>Year 1 – Optional Services</b>					
<b>19</b>	<b>Year 1: Optional Services</b>				
19.1	Abacus shall provide Optional Services authorized through the Change Order process. The State may consider accelerating targeted deliverables requiring additional Abacus resources or subcontracting. The Optional Services include: <ul style="list-style-type: none"> <li>• Moving Year 2 and/or Year 3 enhancements into Year 1.</li> </ul>	Software	In accordance with the Work Plan	\$103,944	\$103,944

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount																		
	<ul style="list-style-type: none"> <li>• Cognos Consulting Services for data and reporting needs</li> <li>• Esri ArcGIS Consulting Services for associated mapping needs</li> <li>• WISDOM Web Designer Consulting Services for designing the key areas of WISDOM</li> <li>• WISDOM Graphics Services for WISDOM images.</li> </ul>																						
			<b>Subtotal</b>	<b>\$103,944</b>	<b>Not to exceed: \$103,944</b>																		
	<p><b><u>Year 1 Total</u></b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Hosting</td> <td style="text-align: right;">\$9,000</td> </tr> <tr> <td>Work Plan (20%)</td> <td style="text-align: right;">\$28,862</td> </tr> <tr> <td>Support Maintenance (80%)</td> <td style="text-align: right;">\$8,000</td> </tr> <tr> <td>Minor Enhancements (80%)</td> <td style="text-align: right;">\$26,560</td> </tr> <tr> <td>Major Enhancements (80%)</td> <td style="text-align: right;">\$80,878</td> </tr> <tr> <td>Security Audit Service</td> <td style="text-align: right;">\$20,000</td> </tr> <tr> <td>Web Conferencing</td> <td style="text-align: right;">\$700</td> </tr> <tr> <td>Optional Services</td> <td style="text-align: right;"><u>\$103,944</u></td> </tr> <tr> <td></td> <td style="text-align: right;">\$277,944</td> </tr> </table>	Hosting	\$9,000	Work Plan (20%)	\$28,862	Support Maintenance (80%)	\$8,000	Minor Enhancements (80%)	\$26,560	Major Enhancements (80%)	\$80,878	Security Audit Service	\$20,000	Web Conferencing	\$700	Optional Services	<u>\$103,944</u>		\$277,944		<b>YEAR 1 TOTAL</b>	<b>\$277,944</b>	<b>Not to exceed: \$277,944</b>
Hosting	\$9,000																						
Work Plan (20%)	\$28,862																						
Support Maintenance (80%)	\$8,000																						
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Major Enhancements (80%)	\$80,878																						
Security Audit Service	\$20,000																						
Web Conferencing	\$700																						
Optional Services	<u>\$103,944</u>																						
	\$277,944																						

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<b>Ref #</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Price</b>	<b>Payment Amount</b>
<b>Year 2</b>					
<b>20</b>	<b>Year 2: Project Management</b>				
20.1	Conduct Project Kickoff Meeting	Non-Software	July 2016	Included	
20.2	Project Work Plan (including milestones)	Written	July 2016	Included	\$27,260 (20% Payment Excludes Hosting & Web Conferencing)
20.3	Technical Architecture Review and Plan Development	Written	July 2016	Included	
20.4	Status Reports/Meetings and Updates to Work Plan	Written	Weekly	Included	
			<b>Subtotal</b>		<b>\$27,260</b>
<b>21</b>	<b>Year 2: Hosting Services</b>				
21.1	Abacus shall provide a 1 year extension to hosting NH Health WISDOM.  <ul style="list-style-type: none"> <li>• UAT and Production</li> <li>• Application and Database</li> <li>• Dedicated private network database connection</li> <li>• RStudio</li> </ul>	Non-Software	July 2016	\$10,000	\$10,000
			<b>Subtotal</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>22</b>	<b>Year 2: System Operations, Technical Support &amp; Software Maintenance Services</b>				
22.1	Q1. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y2Q1	\$11,000	EOQ1: \$2,200 (20% payments)
22.2	Q2. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y2Q2		EOQ2: \$2,200 (20% payments)

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<b>Ref #</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Price</b>	<b>Payment Amount</b>
22.3	Q3. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y2Q3		EOQ3: \$2,200 (20% payments)
22.4	Q4. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y2Q4		EOQ4: \$2,200 (20% payments)
			<b>Subtotal</b>	<b>\$11,000</b>	<b>\$8,800 (80% payment)</b>
<b>23</b>	<b>Year 2: Minor Enhancements</b>				
23.1	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y2Q1	\$34,600	EOQ1: \$6,920 (20% payments)
23.2	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y2Q2		EOQ2: \$6,920 (20% payments)
23.3	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y2Q3		EOQ3: \$6,920 (20% payments)
23.4	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y2Q4		EOQ4: \$6,920 (20% payments)
			<b>Subtotal</b>		<b>\$34,600</b>
<b>Major Software Enhancements (Year 2)</b>					
<b>24</b>	<b>Year 2: Pooled Funding Enhancements</b>				
24.1	Abacus shall provide up to 500 combined work effort days for development and QA. Up to an additional 100 work effort days for analysis, project management, documentation and training. Using a Change Order Process, the projects listed below will be estimated and mutually agreed upon at the start of year 2. The associated requirements and scope of the work planned may not exceed the Pooled Funding amount.  <b>New Dashboard Modules</b> <ul style="list-style-type: none"> <li>• 24.1.1 Emergency Module</li> </ul>	Software	Per the Work Plan	Not to exceed: \$90,700	20% of the estimated enhancement's (24.1.x) development costs at the start of development. Each enhancements start date will stagger through the year.

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
	<ul style="list-style-type: none"> <li>• <b>24.1.2 Hospital Performance Module</b></li> </ul> <p>Abacus builds two new Dashboard Modules and integrates the modules into the Home Page, Topic Group Summary and Search pages. The new modules will be incorporate and extend the existing Content Types and dashboard features. They will closely align to the existing Dashboard List (e.g.1. Health Topics, 2. Community Profiles, 3. Access &amp; Utilization, 4. Health Equity).</p> <p><b>PMA</b></p> <p><b>24.1.3 PMA Phase II (Part A) Deliverables</b> requirements will be based on the needs of the PMA and feedback given by users in the first year of the contract. The work will be broken into years two (part A) and three (part B). Abacus provides PMA summary reports including charts.</p> <p><b>Publications</b></p> <p><b>24.1.4 Abacus modifies the Publications Module</b> including:</p> <ul style="list-style-type: none"> <li>• revised entryway into the module,</li> <li>• improved UI</li> <li>• implementing a table of contents</li> <li>• add page numbering</li> <li>• embed report iframes within tinyMCE</li> </ul> <p><b>Dashboard Improvements</b></p> <p><b>24.1.5 Dashboard Improvements</b> including:</p> <ul style="list-style-type: none"> <li>• Ability for users to customize their dashboards with rich text. (e.g. tinyMCE)</li> </ul> <p><b>MyWISDOM and Home Page Improvements</b></p> <p><b>24.1.6 Several improvements (TBD)</b> including:</p> <ul style="list-style-type: none"> <li>• Build out the 'MyWISDOM' for reviewer and approver functionality.</li> </ul> <p><b>RStudio Content Type</b></p>				

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
	24.1.7 Integrate RStudio Shiny Server Pro and Content Type enhancements based on original proof of concept feedback.				
24.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			30% Payment of enhancement (24.1.x)
24.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			30% Payment of enhancement (24.1.x)
			<b>Subtotal</b>	<b>\$90,700</b>	<b>\$72,560 (80% payment)</b>
<b>Miscellaneous (Year 2)</b>					
<b>25</b>	<b>Year 2: System Security Audit Service</b>				
25.1	Abacus shall provide 3rd party Security Testing including penetration testing.	Non-Software	Per the Work Plan	\$10,000	Not to exceed: \$10,000
25.2	Abacus shall provide technical service hours associated with System Audit Service. (Technical Consulting Services)	Non-Software		\$3,000	\$3,000
25.3	Abacus shall correct security flaws found during the System Audit Service at no cost to the State.	Software		\$0	
			<b>Subtotal</b>	<b>\$13,000</b>	<b>Not to exceed: \$13,000</b>
<b>26</b>	<b>Year 2: Web Conferencing</b>				
26.1	Abacus shall provide web conferencing capability for WISDOM Technical Team for training, demos, meetings, and troubleshooting remote user issues. <ul style="list-style-type: none"> <li>• Conference up to 25 people</li> <li>• Full Screen Video conferencing</li> <li>• VoIP or phone call-in</li> <li>• Record meetings (including video)</li> <li>• Share the presenter role</li> </ul>	Non-Software	Ongoing	\$700	\$700

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
			<b>Subtotal</b>	<b>\$700</b>	<b>\$700</b>
	<b><u>Year 2 Total</u></b>		<b>YEAR 2 TOTAL</b>	<b>\$160,000</b>	<b>Not to exceed: \$160,000</b>
	Hosting \$10,000 Work Plan (20%) \$27,260 Support Maintenance (80%) \$8,800 Minor Enhancements (80%) \$27,680 Major Enhancements (80%) \$72,560 Security Audit Service \$13,000 Web Conferencing \$700 <u>\$160,000</u>				
<b>Year 3</b>					
<b>27</b>	<b>Year 3: Project Management</b>				
27.1	Conduct Project Kickoff Meeting	Non-Software	July 2017	Included	
27.2	Project Work Plan (including milestones)	Written	July 2017	Included	\$26,860 (20% Payment Excludes Hosting & Web Conferencing)
27.3	Technical Architecture Review and Plan Development	Written	July 2017	Included	
27.4	Status Reports/Meetings and Updates to Work Plan	Written	Weekly	Included	
			<b>Subtotal</b>		<b>\$26,860</b>
<b>28</b>	<b>Year 3: Hosting Services</b>				
28.1	Abacus shall provide a 1 year extension to hosting NH Health WISDOM. <ul style="list-style-type: none"> <li>• UAT and Production</li> <li>• Application and Database</li> <li>• Dedicated private network database connection</li> <li>• RStudio</li> </ul>	Non-Software	July 2017	\$12,000	Not to exceed: \$12,000
			<b>Subtotal</b>	<b>\$12,000</b>	<b>\$12,000</b>
<b>29</b>	<b>Year 3: System Operations, Technical Support &amp; Software Maintenance Services</b>				
29.1	Q1. Abacus shall provide System Operational,	Software	Y3Q1	\$11,000	EOQ1: \$2,200

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
	Technical Support and Software Maintenance Services as specified in the Contract.				(20% payments)
29.2	Q2. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y3Q2		EOQ2: \$2,200 (20% payments)
29.3	Q3. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y3Q3		EOQ3: \$2,200 (20% payments)
29.4	Q4. Abacus shall provide System Operational, Technical Support and Software Maintenance Services as specified in the Contract.	Software	Y3Q4		EOQ4: \$2,200 (20% payments)
			<b>Subtotal</b>	<b>\$11,000</b>	<b>\$8,800 (80% payment)</b>
<b>30</b>	<b>Year 3: Minor Enhancements</b>				
30.1	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y3Q1	\$34,600	EOQ1: \$6,920 (20% payments)
30.2	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y3Q2		EOQ2: \$6,920 (20% payments)
30.3	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y3Q3		EOQ3: \$6,920 (20% payments)
30.4	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	Software	Y3Q4		EOQ4: \$6,920 (20% payments)
			<b>Subtotal</b>	<b>\$34,600</b>	<b>\$27,680 (80% payment)</b>
<b>Major Software Enhancements (Year 3)</b>					
<b>31</b>	<b>Year 3: Pooled Funding Enhancements and Transition Services</b>				
31.1	Abacus shall provide up to 480 combined work effort days for development and QA. Up to an additional 100 work effort days for analysis, project management, documentation and training. Using a Change Order Process, the projects listed below will be estimated and mutually agreed upon at the start of year 3. The associated requirements and scope of the work planned may not exceed the Pooled Funding	Software	Per the Work Plan	Not to exceed: \$88,700	20% of the estimated enhancement's (31.1.x) development costs at the start of development.

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<b>Table 1: Deliverables Price and Payment Table</b>					
Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
	amount. <b>New Dashboard Modules</b> <ul style="list-style-type: none"> <li>• 31.1.1 Data Source Module</li> <li>• 31.1.2 Custom (DIY) Health Dashboard Module</li> <li>• 31.1.3 Custom (DIY) Health Reports</li> </ul> <b>PMA</b> <ul style="list-style-type: none"> <li>• 31.1.4 PMA Phase II Deliverables - Part B</li> </ul> <b>New Content Type</b> <ul style="list-style-type: none"> <li>• 31.1.5 Introduce new content type (e.g. Exaptive, Cognos Upgrade)</li> </ul> <b>Transition Services</b> <ul style="list-style-type: none"> <li>• 31.1.6 Transition for hosting, supporting, and maintaining WISDOM</li> </ul>				Each enhancements start date will stagger through the year.
31.2	The Production Implementation Accepted by the State. The State requires a minimum of 5 successful business days in production before approval will be granted.	Software Deployment			30% Payment of enhancement (31.1.x)
31.3	Ninety (90) day Warranty Period from the initial State's Acceptance of the Production Implementation.	Software Maintenance			30% Payment of enhancement (31.1.x)
			<b>Subtotal</b>	<b>\$88,700</b>	<b>\$70,960 (80% payment)</b>
<b>Miscellaneous (Year 3)</b>					
<b>32</b>	<b>Year 3: System Security Audit Service</b>				
32.1	Abacus shall provide 3rd party Security Testing including penetration testing.	Non-Software	Per the Work Plan	\$10,000	Not to exceed: \$10,000
32.2	Abacus shall provide technical service hours associated with System Audit Service. (Technical Consulting Services)	Non-Software		\$3,000	\$3,000
32.3	Abacus shall correct security flaws found during the System Audit Service at no cost to the State.	Software		\$0	
			<b>Subtotal</b>	<b>\$13,000</b>	<b>\$13,000</b>

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Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	Payment Amount
<b>33</b>	<b>Year 3: Web Conferencing</b>				
33.1	Abacus shall provide web conferencing capability for WISDOM Technical Team for training, demos, meetings, and troubleshooting remote user issues. <ul style="list-style-type: none"> <li>• Conference up to 25 people</li> <li>• Full Screen Video conferencing</li> <li>• VoIP or phone call-in</li> <li>• Record meetings (including video)</li> <li>• Share the presenter role</li> </ul>	Non-Software	Ongoing	\$700	\$700
			<b>Subtotal</b>	<b>\$700</b>	<b>\$700</b>
	<b><u>Year 3 Total</u></b> Hosting \$12,000 Work Plan (20%) \$26,860 Support Maintenance (80%) \$8,800 Minor Enhancements (80%) \$27,680 Major Enhancements (80%) \$70,960 Security Audit Service \$13,000 Web Conferencing \$700 <b>\$160,000</b>		<b>YEAR 3 TOTAL</b>	<b>\$160,000</b>	Not to exceed: <b>\$160,000</b>
	Years 1-3 Grand Total (Not To Exceed)		<b>Grand Total</b>		Not to exceed: <b>\$597,944</b>

Contract 2015-079 – Part 3 Exhibit B- Price and Payment Schedule

Initial and Date All Pages:

Abacus Service Corporation Initials: AS

Date: 5/13/15

**STATE OF NEW HAMPSHIRE  
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PRICE AND PAYMENT SCHEDULE**

<b>Table 2 – Detailed License Deliverables and Pricing.</b>			
<b>Description</b>	<b>License Type</b>	<b>Quantity</b>	<b>Licenses and Future License Upgrades Net Price</b>
<b>Software</b>			
NH Health WISDOM	NA	1	Included for contract duration
tinyMCE	Paid	1	Included for contract duration
Amazon-Oracle RDS	Monthly payment	1	Included for contract duration
El finder	Open Source	1	Included for contract duration
Google Web Toolkit (GWT)	Open Source	1	Included for contract duration
D3.js	Open Source	1	Included for contract duration
JasperReports	Open Source	1	Included for contract duration
Java script	Open Source	1	Included for contract duration
Java	Open Source	1	Included for contract duration
Hudson	Open Source	1	Included for contract duration
Jira	Open Source	1	Included for contract duration
Javascript	Open Source	1	Included for contract duration
Hibernate	Open Source	1	Included for contract duration
Spring Framework	Open Source	1	Included for contract duration
SmartGWT	Open Source	1	Included for contract duration
JUnit	Open Source	1	Included for contract duration
<b>License Total</b>			\$0

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**Table 3: Proposed Vendor Staff, Resource Hours and Rates Worksheet**

Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018
	7/1/2014 to 6/30/15	7/1/2015 to 6/30/16	7/1/2016 to 6/30/17	7/1/2017 to 6/30/18
Project Manager	\$20	\$20	\$21	\$21
Senior Developer	\$20	\$20	\$21	\$21
Business Analyst	\$20	\$20	\$21	\$21
Developer	\$18	\$18	\$19	\$19
QA	\$15	\$15	\$16	\$16

**Table 4: Future Vendor Rates Worksheet**

Position Title	SFY 2019	SFY 2020	SFY 2021	SFY 2022
	7/1/2018 to 6/30/19	7/1/2019 to 6/30/20	7/1/2020 to 6/30/21	7/1/2021 to 6/30/22
Project Manager	\$22	\$22	\$23	\$23
Senior Developer	\$22	\$22	\$23	\$23
Business Analyst	\$22	\$22	\$23	\$23
Developer	\$20	\$20	\$21	\$21
QA	\$17	\$17	\$18	\$18

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**2. 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 \$597,944 (“Total Contract Price”). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Abacus for all fees and expenses, of whatever nature, incurred by Abacus in the performance hereof.

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

**3. INVOICING**

Abacus shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State’s prior written approval, which shall not be unreasonably withheld. Abacus shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:

NH Department of Health and Human Services  
Division of Public Health Services  
Attn: Thomas Lambert  
29 Hazen Drive  
Concord, NH 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Abacus Service Corporation  
35055 West Twelve Mile Road  
Suite 215  
Farmington Hills, MI 48331

**5. OVERPAYMENTS TO ABACUS**

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

**6. CREDITS**

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

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**7. PROJECT HOLDBACK**

The State shall withhold thirty percent (30%) of the price for each Deliverable, except Hosting and Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

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**SPECIAL PROVISIONS**

**1. SPECIAL PROVISIONS**

Contractor's Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

- 1.1 **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
  
- 1.2 **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
  
- 1.3 **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 1.3.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 1.3.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
  - 1.3.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the

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Contract 2015-079 – Part 3 Exhibit C- Special Provisions

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Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**1.4 Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

**1.4.1 Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

**1.4.2 Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

**1.4.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

**1.5 Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be Confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

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- 1.6** Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 1.7** Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- 1.7.1** The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
- 1.8** Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
- 1.9** Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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- 1.10** Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 1.10.1** Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 1.10.2** Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 1.10.3** Monitor the subcontractor's performance on an ongoing basis
  - 1.10.4** DHHS shall, at its discretion, review and approve all subcontracts. If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.
- 1.11** Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Nonprofit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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- 1.12** Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- 1.13** Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO  
INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold
- 1.14** **SUBPARAGRAPH 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account

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Number, 05-95-90-902010-5260-102-500731 or any other account, in the event funds are reduced or unavailable.

**1.15 SUBPARAGRAPH 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**1.16 SUBPARAGRAPH 14.1.1 of the General Provisions of this contract is deleted and the following**

Subparagraph is added:

- 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella liability coverage in the amount of \$17,000,000 per occurrence.

**2. EXTENSION**

- 2.1 This agreement has the option for a potential extension of up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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EXHIBIT D  
ADMINISTRATIVE SERVICES**

**1. STATE MEETINGS AND REPORTS**

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

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

- a. **Kickoff Meeting:** Participants will include the State and Abacus Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the Abacus Project Manager and the State Project Manager. These meetings will be conducted at least weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Abacus shall serve as the basis for discussion.
- c. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. **Exit Meeting:** Participants will include Project leaders from Abacus and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Abacus to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Abacus' responsibility.

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

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

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ADMINISTRATIVE SERVICES**

**2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

Abacus shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, Abacus 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. Documents must be provided in both printed and electronic format.

**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

Abacus 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*.

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Abacus 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 Abacus' cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**4. ACCOUNTING REQUIREMENTS**

Abacus shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Abacus shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E  
IMPLEMENTATION SERVICES**

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

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

- A. Abacus shall employ an Implementation strategy with a timeline set forth in accordance with the high-level Work Plan in Exhibit I. Abacus' development approach shall use the Agile development approach:
  - 1. Project Planning
    - a. Understand, define, validate and documents requirements
    - b. Define high level design documentation and validate with the State
    - c. Define Test plans and validate with the State
  - 2. Software Development
    - a. Start development by defining low level design
    - b. Document low level design and Test Case Scripts and validate with the State
    - c. Perform software development
  - 3. Software Testing
    - a. Perform Unit Testing
    - b. Provide the State with intermediate deliverables, if required, for User Reviews
    - c. Provide the State with the system for UAT
    - d. The State performs UAT
  - 4. Training
    - a. Prepare User and Training Documentation
    - b. Conduct Training
  - 5. Deployment
    - a. Deploy to State Servers
- B. Abacus' technical team will work on the following approach to facilitate efficient and productive development cycle and interfacing with the State team:
  - 1. Abacus will provide proper high-level and low-level design documentation, Test plans, and Test Case documentation to the State team for validation at appropriate times before starting the development and deployment.
  - 2. The Abacus Project Manager will create the Workplan and establish the Workplan structure using Atlassian JIRA (<http://www.atlassian.com/software/jira/overview>) to facilitate Agile development.
  - 3. The Abacus Project Manager will host all the documentation/wiki pages which will be produced and used for Knowledge transfer.
  - 4. The Abacus Project Manager will provide access to JIRA and Confluence for the State team to track project status and related information.

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5. The Abacus Project Manager will create a formal project meeting schedule and a communication documentation methodology for tracking Project issues, progress, and status.
6. The Abacus technical team will make available to the State the WISDOM source code for Harvest.
7. Abacus will use Hudson (<http://hudson-ci.org/>) for compiling software.
8. Abacus will provide four environments: Development, QA, UAT, and Production servers.
9. The Abacus testing team will ensure that all Test cases pass the Abacus QA environment before installation into the State UAT environment.
10. The State testing team will ensure that all the Test cases pass the State's UAT environment before installation into the State Production environment.

## **1.2 Timeline**

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

### **1.2.1 Project Infrastructure**

The Project's development and production hardware infrastructure will be managed by Abacus throughout the contract.

### **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.

### **1.2.3 Change Management and Training**

Abacus' 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**

Abacus' approach to project management and implementation shall utilize Agile implementation methodology. Abacus uses an iterative and incremental Agile software development and implementation framework for managing product development and project implementation. This methodology will be applied to all project phases.

The State Team will participate in Abacus' implementation methodology to increase communication and efficiency related to all tasks.

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For each project Phase, the Implementation Methodology will allow the State and Abacus to:

- Set project priorities at the beginning of every iterative time period during which a fixed set of backlog tasks are completed
- Ensure expectations are met by monitoring progress frequently
- Participate in daily reviews
- Meet primary objectives in a timely manner

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SECURITY AND INFRASTRUCTURE**

**1. SECURITY**

Abacus shall ensure that appropriate levels of security are implemented and maintained in order to protect the confidentiality, integrity, and availability of the State's Information Technology resources, information, and services. Security requirements are included in this Contract in Exhibit H. Abacus shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

Abacus shall insure a secure application and database, including but not limited to:

- User Account/Password Protection
- Usage Logs
- Transmission Encryption
- Audit Tables
- Retained Security Profiles

Abacus shall track in a usage log, the date/time and network address for every role-based user accessing WISDOM. The usage logs shall be made available and may be examined by State WISDOM Administrators. When unusual network addresses, unusual login times, and/or other inappropriate use are noted, the State may request Abacus Service Corporation to follow up and confirm that the access in question was legitimate.

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TESTING SERVICES**

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

**1. TESTING AND ACCEPTANCE**

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

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

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

In addition, Abacus shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Abacus shall also correct Deficiencies and support required re-testing.

**1.1 Test Planning and Preparation**

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

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

The State will commence its testing within five (5) business days of receiving Certification from Abacus that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Abacus' development environment. Abacus must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and

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live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

**1.2 Unit Testing**

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

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

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

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

**1.3 System Integration Testing**

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

Thorough end-to-end testing shall be performed by the Abacus team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with

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external parties, and includes the transmission or printing of all electronic and paper documents.

<b>Activity Description</b>	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
<b>Abacus Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Take the lead in developing the Systems Integration Test Specifications.</li> <li>• Work jointly with the State to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with the State to validate components of the test scripts.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Work jointly with Abacus to develop the Systems Integration Test Specifications.</li> <li>• Work jointly with Abacus to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with Abacus to validate components of the test scripts, modifications, fixes and other System interactions with the Abacus supplied Software Solution.</li> </ul>
<b>Work Product Description</b>	<ul style="list-style-type: none"> <li>• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.</li> </ul>

**1.4 RESERVED**

**1.5 Installation Testing**

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

**1.6 User Acceptance Testing (UAT)**

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

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

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

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

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

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

Upon successful conclusion of UAT and approval by the State, the enhancements are deployed into Production. The State will issue a letter of Production Acceptance after five (5) successful days in Production and the respective Warranty Period shall commence.

<b>Activity Description</b>	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<b>Abacus Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>• Work jointly with the State in determining the required actions for problem resolution.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li> <li>• Validate the Acceptance Test environment.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Execute the test scripts and conduct User Acceptance Test activities.</li> <li>• Document and summarize Acceptance Test results.</li> <li>• Work jointly with Abacus in determining the required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>
<b>Work Product Description</b>	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

**1.7 Performance Tuning and Stress Testing**

Abacus shall develop and document hardware and Software configuration and tuning of WISDOM infrastructure as well as assist and direct the State’s System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

**1.7.1 Scope**

The scope of **Performance Testing** shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

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

**1.7.2 Test Types**

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

- a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under

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different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**1.7.3 Tuning**

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

**1.8 Regression Testing**

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

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) Abacus shall notify the State no later than five (5) business days from Abacus' receipt of written notice of the test failure when Abacus expects the corrections to be completed and ready for retesting by the State. Abacus will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Abacus based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
  - 1. Validate that the change/update has been properly incorporated into the program; and
  - 2. Validate that there has been no unintended change to the other portions of the program.
- d.) Abacus will be expected to:
  - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
  - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
  - 3. Manage the entire cyclic process.

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

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

**1.9 Security Review and Testing**

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

All components of the Software shall be reviewed and tested to ensure they protect the State’s hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests), code analysis, and review.

<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege	Supports the granting of abilities to users or groups

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Management	of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Abacus shall be responsible for Security Testing as set forth in this Exhibit F. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include third party penetration testing (pen test), code analysis, and review to the satisfaction of the State.

Abacus will be required to provide 3rd party Security Testing. Testing will be performed by a vendor selected or approved by the State. The cost for performing annual 3<sup>rd</sup> party penetration testing for the duration of the contract will be the responsibility of State. Under no circumstances shall the state be responsible for Abacus' administrative time spent brokering, preparing for, or accommodating the 3<sup>rd</sup> party penetration testing.

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

Penetration Testing shall be performed at least annually or upon every major software modification. Abacus shall provide upon request by the State the results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

**1.10 Successful Production Completion**

Upon successful completion of Production, the State will issue a Letter of Production Acceptance.

**1.11 System Acceptance**

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

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MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

Abacus shall maintain and support the System in all material respects as described in the applicable project Documentation for three (3) years of maintenance through the contract end date.

Abacus shall provide development resources as needed through the length of the contract handling software patches/upgrades, maintenance, small enhancements, bug fixes and security evaluation. The development resources will provide support services to the DPHS WISDOM Technical Team (WTT).

Maintenance responsibilities are more fully described in Exhibit H.

**2. SYSTEM SUPPORT**

**2.1 Abacus' Responsibility**

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

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

- a. **Class A Deficiencies** - Abacus shall have available to the State email/telephone assistance, with issue tracking available to the State during regular business hours (8am – 5pm ET (Eastern Time), Monday through Friday) with an email/telephone response within two (2) hours of request.
- b. **Class B Deficiencies** –The State shall notify Abacus of such Deficiencies during regular business hours and Abacus shall respond back within seventy-two hours with notification of planned corrective action; and,
- c. **Class C Deficiencies** –The State shall notify Abacus of such Deficiencies during regular business hours and Abacus shall respond back within four (4) business days with notification of planned corrective action.

**3. SUPPORT OBLIGATIONS AND TERM**

- 3.1 Abacus shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 Abacus shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, Abacus shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4 Abacus must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

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- 3.5** If Abacus fails to correct a Deficiency within the allotted period of time stated above, Abacus shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13 or Part 1 Section 10, within ninety (90) days of notification to Abacus of the State's request.

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REQUIREMENTS**

Requirements are attached as *Contract Attachment B- WISDOM Abacus Contract Requirements*.

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**EXHIBIT I**  
**WORK PLAN**

Abacus' Project Manager and the State Project Manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The Work Plan shall include tasks within the following Deliverables categories: Hosting; Operations; Technical Support; Maintenance; Planned Enhancements; and Project Management. The elements of the preliminary Work Plan are documented in accordance with Abacus' plan to provide the State with Enhancement, Hosting, Maintenance, Operations and Support Services. Continued development and management of the Work Plan is a joint effort on the part of Abacus and State Project Managers.

The preliminary Work Plan is set forth at the end of this Exhibit, in Table 7.1.

In conjunction with Abacus' Project Management methodology, which shall be used to manage the Project's life cycle, the Abacus team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **Tasks, Deliverables, Major Milestones, and Task Dependencies** required to implement the Project. The Work Plan shall also address intra-task dependencies, resource allocations (both State and Abacus team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Abacus' Work Plan and shall utilize MS Project or similar software to support the ongoing management of the Project.

**1. ASSUMPTIONS**

**A. General**

- The State shall provide team members with decision-making authority to support the Implementation efforts.
- 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.
- Abacus shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

**B. Logistics**

- The Abacus Team shall perform this Project primarily at Abacus' facilities at no cost to the State.
- The Abacus Team shall observe all holidays observed by the State, although with permission, may choose to work on State holidays and weekends. The Final Work Plan will include specific holidays that will be observed.
- The Table 1.1 below lists the holidays that shall be incorporated into the Work Plan.

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**WORK PLAN**

**Table 1.1 Holiday Schedule**

Date	State Holiday Schedule	Abacus Technical Team Holiday Schedule
01/01/2015	New Years	New Years
01/14/2015		Bhogi
01/15/2015		Makar Sankranti
01/19/2015	MLK	
01/26/2015		Republic Day
02/16/2015	Presidents' Day	
05/25/2015	Memorial Day	
07/03/2015	Independence Day	
07/18/2015		Ramzan
08/15/2015		Independence Day
08/18/2015		Ganesh Chaturthi
09/07/2015	Labor Day	
10/20/2015		Dasara
10/22/2015		Dasara
11/11/2015	Veteran's Day	Diwali
11/26/2015	Thanksgiving	
11/27/2015	Day after Thanksgiving	
12/25/2015	Christmas	Christmas
01/01/2016	New Years	New Years
01/14/2016		Bhogi
01/15/2016		MakarSankranti
01/18/2016	MLK	
01/26/2016		Republic Day
02/15/2016	Presidents' Day	
05/30/2016	Memorial Day	
07/04/2016	Independence Day	
07/06/2016		Ramzan
08/15/2016		Independence Day
09/05/2016	Labor Day	Ganesh Chaturthi
10/09/2016		Dasara
10/11/2016		Dasara
10/31/2016		Diwali
11/11/2016	Veteran's Day	
11/24/2016	Thanksgiving	
11/25/2016	Day after Thanksgiving	
12/25/2016		Christmas
12/26/2016	Christmas (Observed)	

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**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Abacus Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. Abacus' Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for Abacus and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- Abacus assumes that an Alternate State Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**D. Technical Environment and Management**

- Abacus is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- Abacus shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of four (4) instances of the applications (instances include: development, system/integration testing, user acceptance, and production). The system/integration testing, user acceptance, and production instances shall be installed on similar hardware configurations and operating system.

**E. Reserved**

**F. Project Schedule**

- Abacus shall adhere to the Project schedule which is contained in the Work Plan.

**G. Reporting**

- Abacus shall conduct weekly status meetings, and provide reports in a format agreed to by the State, that include, but are not limited to, minutes, action items, test results and Documentation.

**H. User Training**

- The Abacus Team shall lead the development of the State WISDOM Technical Team training plan.

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- A train the trainer approach shall be used for the delivery of State WISDOM Technical Team training.
- The State is responsible for the delivery of State WISDOM training.

**I. Performance Testing**

- The Abacus Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with Abacus on performance testing as set forth in Contract Exhibit F – *Testing Services*.

**2. ROLES AND RESPONSIBILITIES**

**A. Abacus Team Roles and Responsibilities**

**1) Abacus Team Project Manager**

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Abacus Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Abacus Team members;
- Provide weekly and monthly 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;

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- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

**2) Abacus Team Analysts**

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the application;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

**3) Abacus Team Developers**

The Abacus team shall assume the following tasks:

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

**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.

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**1) State Project Manager**

The State Project Manager shall work side-by-side with the Abacus 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 Abacus team;
- Assist the Abacus 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 Abacus Project Manager of any urgent issues if and when they arise; and
- Assist the Abacus team staff to obtain requested information if and when required to perform certain Project tasks.

**2) State Subject Matter Expert(s) (SME)**

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

- 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;

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- Assist in performing conversion and integration testing and Data verification, if required;
- Attend Project meetings when requested; and
- Assist in training WISDOM Technical Team in the use of the Abacus Software Solution and the business processes the application supports.

**3) State Network Administrator (DoIT)**

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State’s overall network architecture and capacity to adequately support implemented applications;
- Establish and maintain necessary connections including the State’s Cognos servers and the proxy server; and
- Establish and maintain secure connections among the desktop devices and the Application and database servers using State-provided certificates.

**3. SOFTWARE APPLICATION**

*The software required is described more fully in Exhibit B.*

**4. RESERVED**

**5. INTERFACES**

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

**Table 5.1: In-Scope Interfaces**

Interface	Responsible Party	Description
<b>1. Maintain Interface with State Cognos Application</b>	State & Abacus	WISDOM interfaces with State Cognos application producing the WISDOM dashboard report slides.
<b>2. Maintain Interface with cloud-based State WISDOM Application and cloud-based Oracle database</b>	Abacus	WISDOM interfaces with the cloud-based Oracle database. The database primarily hosts the WISDOM configuration and metadata.

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Interface	Responsible Party	Description
<b>3. Establish Interface for cloud-based State WISDOM Application and State-based Cognos Application with cloud-based Oracle database</b>	State & Abacus	WISDOM's interface to Cognos (from #1 in this table) maintains connections to various State data sources. A new interface connecting Cognos to the WISDOM cloud-based Oracle database for metadata will be established through a dedicated private network database connection.

**A. Interface Responsibilities**

- The Abacus Team shall lead the review of functional and technical interface Specifications.
- The Abacus Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.

**6. RESERVED**

**7. PRELIMINARY WORK PLAN**

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table 7.1: High Level Preliminary NH Health WISDOM Project Plan**

**YEAR 1**

#	Tasks (Year 1)	Start	End
<b>1</b>	<b>Implementation Planning</b>	<b>7/1/15</b>	<b>7/27/15</b>
1.1	Conduct Project Kickoff Meeting	7/1/15	7/1/15
1.2	Project Master Work Plan	7/2/15	7/9/15
1.3	Technical Architecture Review	7/10/15	7/20/15
1.4	Status Reports/ Meetings and Updates to Work Plan	7/21/15	7/27/15
<b>2</b>	<b>Project Management</b>	<b>7/1/15</b>	<b>6/29/16</b>
2.1	Status Reports/ Meetings and Updates to Work Plan	7/1/15	6/29/16
<b>3</b>	<b>Amazon Hosting</b>	<b>7/15/15</b>	<b>8/4/15</b>
3.1	Hosting Requirements Analysis	7/15/15	7/21/15
3.2	Hosting WISDOM Renewal	7/22/15	7/28/15
3.3	Hosting RStudio	7/29/15	8/4/15
<b>4</b>	<b>Support and Maintenance</b>	<b>7/1/15</b>	<b>6/29/16</b>
4.1	<b>Q1</b>	<b>7/1/15</b>	<b>7/1/15</b>

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#	Tasks (Year 1)	Start	End
4.1.1	Maintenance Kickoff Meeting	7/2/15	7/2/15
4.1.2	Work Plan	7/3/15	7/7/15
4.1.3	Status and Status Meetings	7/8/15	7/10/15
4.1.4	Analysis and Design	7/13/15	7/17/15
4.1.5	Support	7/20/15	7/22/15
4.1.6	Development	7/23/15	8/27/15
4.1.7	Unit Testing (Test Plan)	8/28/15	9/1/15
4.1.8	Integration and Regression Testing (Test Plan)	9/2/15	9/11/15
4.1.9	Training and Documentation	9/14/15	9/14/15
4.1.10	UAT Testing and Approval	9/15/15	9/21/15
4.1.11	Deployment Plan & Deployment	9/22/15	9/24/15
<b>4.2</b>	<b>Q2</b>	<b>9/25/15</b>	<b>9/25/15</b>
4.2.1	Maintenance Kickoff Meeting	9/28/15	9/28/15
4.2.2	Work Plan	9/29/15	10/1/15
4.2.3	Status and Status Meetings	10/2/15	10/6/15
4.2.4	Analysis and Design	10/7/15	10/16/15
4.2.5	Support	10/19/15	10/21/15
4.2.6	Development	10/22/15	12/1/15
4.2.7	Unit Testing (Test Plan)	12/2/15	12/4/15
4.2.8	Integration and Regression Testing (Test Plan)	12/7/15	12/15/15
4.2.9	Training and Documentation	12/16/15	12/16/15
4.2.10	UAT Testing and Approval	12/17/15	12/23/15
4.2.11	Deployment Plan & Deployment	12/24/15	12/29/15
<b>4.3</b>	<b>Q3</b>	<b>12/30/15</b>	<b>12/30/15</b>
4.3.1	Maintenance Kickoff Meeting	12/31/15	12/31/15
4.3.2	Work Plan	1/1/16	1/5/16
4.3.3	Status and Status Meetings	1/6/16	1/8/16
4.3.4	Analysis and Design	1/11/16	1/21/16
4.3.5	Support	1/22/16	1/26/16
4.3.6	Development	1/27/16	3/3/16
4.3.7	Unit Testing (Test Plan)	3/4/16	3/8/16
4.3.8	Integration and Regression Testing (Test Plan)	3/9/16	3/17/16
4.3.9	Training and Documentation	3/18/16	3/18/16
4.3.10	UAT Testing and Approval	3/21/16	3/25/16
4.3.11	Deployment Plan & Deployment	3/28/16	3/30/16
<b>4.4</b>	<b>Q4</b>	<b>3/31/16</b>	<b>3/31/16</b>

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#	Tasks (Year 1)	Start	End
4.4.1	Maintenance Kickoff Meeting	4/1/16	4/1/16
4.4.2	Work Plan	4/4/16	4/6/16
4.4.3	Status and Status Meetings	4/7/16	4/11/16
4.4.4	Analysis and Design	4/12/16	4/21/16
4.4.5	Support	4/22/16	4/26/16
4.4.6	Development	4/27/16	6/2/16
4.4.7	Unit Testing (Test Plan)	6/3/16	6/7/16
4.4.8	Integration and Regression Testing (Test Plan)	6/8/16	6/16/16
4.4.9	Training and Documentation	6/17/16	6/17/16
4.4.10	UAT Testing and Approval	6/20/16	6/24/16
4.4.11	Deployment Plan & Deployment	6/27/16	6/29/16
<b>5</b>	<b>Encryption, PMA, Content Manager, RStudio, and Contracts/Data Entry</b>	<b>7/1/15</b>	<b>3/18/16</b>
5.1	Enhancement Kickoff Meeting	7/1/15	7/1/15
5.1.1	Enhancement Specific Work Plan	7/2/15	7/7/15
5.1.2	Status and Status Meetings	7/8/15	7/14/15
5.1.3	Analysis and Design	7/15/15	8/4/15
5.1.4	Development	8/5/15	10/14/15
5.1.5	Unit Testing (Test Plan)	10/15/15	10/26/15
5.1.6	Integration and Regression Testing (Test Plan)	10/27/15	11/17/15
5.1.7	Security Testing	11/18/15	11/20/15
5.1.8	Volume and Stress Testing	11/23/15	11/24/15
5.1.9	Training and Documentation	11/25/15	12/1/15
5.1.10	UAT Testing and Approval	12/2/15	12/15/15
5.1.11	Deployment Plan & Deployment	12/16/15	12/18/15
5.1.12	90 Day Warranty and Support	12/21/15	3/17/16
5.1.13	Final State Acceptance/Holdback/Project Close Out Meeting	3/18/16	3/18/16
<b>6</b>	<b>Dashboard, Slide Info, Smart URLs, Sharing Dashboards and Community Profiles</b>	<b>12/21/15</b>	<b>6/15/16</b>
6.1	Enhancement Kickoff Meeting	12/21/15	12/21/15
6.1.1	Enhancement Specific Work Plan	12/22/15	12/24/15
6.1.2	Status and Status Meetings	12/25/15	12/29/15
6.1.3	Analysis and Design	12/30/15	1/7/16
6.1.4	Development	1/8/16	2/22/16
6.1.5	Unit Testing (Test Plan)	2/23/16	2/25/16
6.1.6	Integration and Regression Testing (Test Plan)	2/26/16	3/4/16

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#	Tasks (Year 1)	Start	End
6.1.7	Security Testing	3/7/16	3/7/16
6.1.8	Volume and Stress Testing	3/8/16	3/8/16
6.1.9	Training and Documentation	3/9/16	3/9/16
6.1.10	UAT Testing and Approval	3/10/16	3/16/16
6.1.11	Deployment Plan & Deployment	3/17/16	3/21/16
6.1.12	90 Day Warranty and Support	3/22/16	6/14/16
6.1.13	Final State Acceptance/Holdback/Project Close Out Meeting	6/15/16	6/15/16
<b>7</b>	<b>MyWISDOM, Start Page, Health Equity, Access &amp; Utilization, and Feedback</b>	<b>3/22/16</b>	<b>9/14/16</b>
7.1	Enhancement Kickoff Meeting	3/22/16	3/22/16
7.1.1	Enhancement Specific Work Plan	3/23/16	3/25/16
7.1.2	Status and Status Meetings	3/28/16	3/30/16
7.1.3	Analysis and Design	3/31/16	4/7/16
7.1.4	Development	4/8/16	5/19/16
7.1.5	Unit Testing (Test Plan)	5/20/16	5/24/16
7.1.6	Integration and Regression Testing (Test Plan)	5/25/16	6/2/16
7.1.7	Security Testing	6/3/16	6/3/16
7.1.8	Volume and Stress Testing	6/6/16	6/6/16
7.1.9	Training and Documentation	6/7/16	6/7/16
7.1.10	UAT Testing and Approval	6/8/16	6/14/16
7.1.11	Deployment Plan & Deployment	6/15/16	6/17/16
7.1.12	90 Day Warranty and Support	6/20/16	9/13/16
7.1.13	Final State Acceptance/Holdback/Project Close Out Meeting	9/14/16	9/14/16

**YEAR 2**

#	Tasks (Year 2)	Start	End
<b>1</b>	<b>Implementation Planning</b>	<b>7/1/16</b>	<b>7/26/16</b>
1.1	Conduct Project Kickoff Meeting	7/1/16	7/1/16
1.2	Project Master Work Plan (including milestones)	7/4/16	7/8/16
1.3	Technical Architecture Review and Plan Development	7/11/16	7/19/16
1.4	Status Reports/ Meetings and Updates to Work Plan	7/20/16	7/26/16
<b>2</b>	<b>Project Management</b>	<b>7/1/16</b>	<b>6/29/17</b>
2.1	Status Reports/ Meetings and Updates to Work Plan	7/1/16	6/29/17
<b>3</b>	<b>Amazon Hosting</b>	<b>7/15/16</b>	<b>8/4/16</b>

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#	Tasks (Year 2)	Start	End
3.1	Hosting Requirements Analysis	7/15/16	7/21/16
3.2	Hosting WISDOM Renewal	7/22/16	7/28/16
3.3	Hosting Rstudio	7/29/16	8/4/16
<b>4</b>	<b>Support and Maintenance</b>	<b>7/1/16</b>	<b>6/26/17</b>
<b>4.1</b>	<b>Q1</b>	<b>7/1/16</b>	<b>7/1/16</b>
4.1.1	Maintenance Kickoff Meeting	7/4/16	7/4/16
4.1.2	Work Plan	7/5/16	7/7/16
4.1.3	Status and Status Meetings	7/8/16	7/12/16
4.1.4	Analysis and Design	7/13/16	7/19/16
4.1.5	Support	7/20/16	7/22/16
4.1.6	Development	7/25/16	8/30/16
4.1.7	Unit Testing (Test Plan)	8/31/16	9/2/16
4.1.8	Integration and Regression Testing (Test Plan)	9/5/16	9/13/16
4.1.9	Training and Documentation	9/14/16	9/14/16
4.1.10	UAT Testing and Approval	9/15/16	9/21/16
4.1.11	Deployment Plan & Deployment	9/22/16	9/26/16
<b>4.2</b>	<b>Q2</b>	<b>9/27/16</b>	<b>9/27/16</b>
4.2.1	Maintenance Kickoff Meeting	9/28/16	9/28/16
4.2.2	Work Plan	9/29/16	10/3/16
4.2.3	Status and Status Meetings	10/4/16	10/6/16
4.2.4	Analysis and Design	10/7/16	10/18/16
4.2.5	Support	10/19/16	10/21/16
4.2.6	Development	10/24/16	12/1/16
4.2.7	Unit Testing (Test Plan)	12/2/16	12/6/16
4.2.8	Integration and Regression Testing (Test Plan)	12/7/16	12/15/16
4.2.9	Training and Documentation	12/16/16	12/16/16
4.2.10	UAT Testing and Approval	12/19/16	12/23/16
4.2.11	Deployment Plan & Deployment	12/26/16	12/28/16
<b>4.3</b>	<b>Q3</b>	<b>12/29/16</b>	<b>12/29/16</b>
4.3.1	Maintenance Kickoff Meeting	12/30/16	12/30/16
4.3.2	Work Plan	1/2/17	1/4/17
4.3.3	Status and Status Meetings	1/5/17	1/9/17
4.3.4	Analysis and Design	1/10/17	1/19/17
4.3.5	Support	1/20/17	1/24/17
4.3.6	Development	1/25/17	3/1/17
4.3.7	Unit Testing (Test Plan)	3/2/17	3/6/17

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#	Tasks (Year 2)	Start	End
4.3.8	Integration and Regression Testing (Test Plan)	3/7/17	3/15/17
4.3.9	Training and Documentation	3/16/17	3/16/17
4.3.10	UAT Testing and Approval	3/17/17	3/23/17
4.3.11	Deployment Plan & Deployment	3/24/17	3/28/17
<b>4.4</b>	<b>Q4</b>	<b>3/29/17</b>	<b>3/29/17</b>
4.4.1	Maintenance Kickoff Meeting	3/30/17	3/30/17
4.4.2	Work Plan	3/31/17	4/4/17
4.4.3	Status and Status Meetings	4/5/17	4/7/17
4.4.4	Analysis and Design	4/10/17	4/19/17
4.4.5	Support	4/20/17	4/24/17
4.4.6	Development	4/25/17	5/30/17
4.4.7	Unit Testing (Test Plan)	5/31/17	6/2/17
4.4.8	Integration and Regression Testing (Test Plan)	6/5/17	6/13/17
4.4.9	Training and Documentation	6/14/17	6/14/17
4.4.10	UAT Testing and Approval	6/15/17	6/21/17
4.4.11	Deployment Plan & Deployment	6/22/17	6/26/17
<b>5</b>	<b>Emergency, RStudio, MyWISDOM, Home Page</b>	<b>7/1/16</b>	<b>4/18/17</b>
5.1	Enhancement Kickoff Meeting	7/1/16	7/1/16
5.1.1	Enhancement Specific Work Plan	7/4/16	7/6/16
5.1.2	Status and Status Meetings	7/7/16	7/13/16
5.1.3	Analysis and Design	7/14/16	8/3/16
5.1.4	Development	8/4/16	11/18/16
5.1.5	Unit Testing (Test Plan)	11/21/16	12/2/16
5.1.6	Integration and Regression Testing (Test Plan)	12/5/16	12/23/16
5.1.7	Security Testing	12/26/16	12/28/16
5.1.8	Volume and Stress Testing	12/29/16	12/30/16
5.1.9	Training and Documentation	1/2/17	1/4/17
5.1.10	UAT Testing and Approval	1/5/17	1/18/17
5.1.11	Deployment Plan & Deployment	1/19/17	1/23/17
5.1.12	90 Day Warranty and Support	1/24/17	4/17/17
5.1.13	Final State Acceptance/Holdback/Project Close Out Meeting	4/18/17	4/18/17
<b>6</b>	<b>Hospital Performance, PMA, Publications. Dashboard Improvements</b>	<b>1/24/17</b>	<b>9/22/17</b>
6.1	Enhancement Kickoff Meeting	1/24/17	1/24/17
6.1.1	Enhancement Specific Work Plan	1/25/17	1/27/17

Contract 2015-079 – Part 3 Exhibit I – Work Plan

Initial and Date All Pages:

Abacus Service Corporation Initials: AS

Date: 5/13/15

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT  
SERVICES  
CONTRACT 2015-079 – PART 3  
EXHIBIT I  
WORK PLAN**

#	Tasks (Year 2)	Start	End
6.1.2	Status and Status Meetings	1/30/17	2/1/17
6.1.3	Analysis and Design	2/2/17	2/9/17
6.1.4	Development	2/10/17	6/1/17
6.1.5	Unit Testing (Test Plan)	6/2/17	6/6/17
6.1.6	Integration and Regression Testing (Test Plan)	6/7/17	6/14/17
6.1.7	Security Testing	6/15/17	6/15/17
6.1.8	Volume and Stress Testing	6/16/17	6/16/17
6.1.9	Training and Documentation	6/19/17	6/19/17
6.1.10	UAT Testing and Approval	6/20/17	6/26/17
6.1.11	Deployment Plan & Deployment	6/27/17	6/29/17
6.1.12	90 Day Warranty and Support	6/30/17	9/21/17
6.1.13	Final State Acceptance/Holdback/Project Close Out Meeting	9/22/17	9/22/17

**YEAR 3**

#	Tasks (Year 3)	Start	End
<b>1</b>	<b>Implementation Planning</b>	<b>7/1/17</b>	<b>7/25/17</b>
1.1	Conduct Project Kickoff Meeting	7/1/17	7/1/17
1.2	Project Master Work Plan (including milestones)	7/3/17	7/7/17
1.3	Technical Architecture Review and Plan Development	7/10/17	7/18/17
1.4	Status Reports/ Meetings and Updates to Work Plan	7/19/17	7/25/17
<b>2</b>	<b>Project Management</b>	<b>7/1/17</b>	<b>6/20/18</b>
2.1	Status Reports/ Meetings and Updates to Work Plan	7/1/17	6/20/18
<b>3</b>	<b>Amazon Hosting</b>	<b>7/15/17</b>	<b>8/3/17</b>
3.1	Hosting Requirements Analysis	7/15/17	7/20/17
3.2	Hosting WISDOM Renewal	7/21/17	7/27/17
3.3	Hosting Rstudio	7/28/17	8/3/17
<b>4</b>	<b>Support and Maintenance</b>	<b>7/1/17</b>	<b>6/20/18</b>
<b>4.1</b>	<b>Q1</b>	<b>7/1/17</b>	<b>7/1/17</b>
4.1.1	Maintenance Kickoff Meeting	7/3/17	7/3/17
4.1.2	Work Plan	7/4/17	7/6/17
4.1.3	Status and Status Meetings	7/7/17	7/11/17
4.1.4	Analysis and Design	7/12/17	7/18/17
4.1.5	Support	7/19/17	7/21/17
4.1.6	Development	7/24/17	8/29/17
4.1.7	Unit Testing (Test Plan)	8/30/17	9/1/17

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**STATE OF NEW HAMPSHIRE  
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CONTRACT 2015-079 – PART 3  
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#	Tasks (Year 3)	Start	End
4.1.8	Integration and Regression Testing (Test Plan)	9/4/17	9/12/17
4.1.9	Training and Documentation	9/13/17	9/13/17
4.1.10	UAT Testing and Approval	9/14/17	9/20/17
4.1.11	Deployment Plan & Deployment	9/21/17	9/25/17
<b>4.2</b>	<b>Q2</b>	<b>9/26/17</b>	<b>9/26/17</b>
4.2.1	Maintenance Kickoff Meeting	9/27/17	9/27/17
4.2.2	Work Plan	9/28/17	10/2/17
4.2.3	Status and Status Meetings	10/3/17	10/5/17
4.2.4	Analysis and Design	10/6/17	10/17/17
4.2.5	Support	10/18/17	10/20/17
4.2.6	Development	10/23/17	11/27/17
4.2.7	Unit Testing (Test Plan)	11/28/17	11/30/17
4.2.8	Integration and Regression Testing (Test Plan)	12/1/17	12/11/17
4.2.9	Training and Documentation	12/12/17	12/12/17
4.2.10	UAT Testing and Approval	12/13/17	12/19/17
4.2.11	Deployment Plan & Deployment	12/20/17	12/22/17
<b>4.3</b>	<b>Q3</b>	<b>12/25/17</b>	<b>12/25/17</b>
4.3.1	Maintenance Kickoff Meeting	12/26/17	12/26/17
4.3.2	Work Plan	12/27/17	12/29/17
4.3.3	Status and Status Meetings	1/1/18	1/3/18
4.3.4	Analysis and Design	1/4/18	1/15/18
4.3.5	Support	1/16/18	1/18/18
4.3.6	Development	1/19/18	2/23/18
4.3.7	Unit Testing (Test Plan)	2/26/18	2/28/18
4.3.8	Integration and Regression Testing (Test Plan)	3/1/18	3/9/18
4.3.9	Training and Documentation	3/12/18	3/12/18
4.3.10	UAT Testing and Approval	3/13/18	3/19/18
4.3.11	Deployment Plan & Deployment	3/20/18	3/22/18
<b>4.4</b>	<b>Q4</b>	<b>3/23/18</b>	<b>3/23/18</b>
4.4.1	Maintenance Kickoff Meeting	3/26/18	3/26/18
4.4.2	Work Plan	3/27/18	3/29/18
4.4.3	Status and Status Meetings	3/30/18	4/3/18
4.4.4	Analysis and Design	4/4/18	4/13/18
4.4.5	Support	4/16/18	4/18/18
4.4.6	Development	4/19/18	5/24/18
4.4.7	Unit Testing (Test Plan)	5/25/18	5/29/18

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT  
SERVICES  
CONTRACT 2015-079 – PART 3  
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#	Tasks (Year 3)	Start	End
4.4.8	Integration and Regression Testing (Test Plan)	5/30/18	6/7/18
4.4.9	Training and Documentation	6/8/18	6/8/18
4.4.10	UAT Testing and Approval	6/11/18	6/15/18
4.4.11	Deployment Plan & Deployment	6/18/18	6/20/18
<b>5</b>	<b>Data Source Module, PMA</b>	<b>7/1/17</b>	<b>4/4/18</b>
5.1	Enhancement Kickoff Meeting	7/1/17	7/1/17
5.1.1	Enhancement Specific Work Plan	7/3/17	7/5/17
5.1.2	Status and Status Meetings	7/6/17	7/12/17
5.1.3	Analysis and Design	7/13/17	8/2/17
5.1.4	Development	8/3/17	11/8/17
5.1.5	Unit Testing (Test Plan)	11/9/17	11/20/17
5.1.6	Integration and Regression Testing (Test Plan)	11/21/17	12/11/17
5.1.7	Security Testing	12/12/17	12/14/17
5.1.8	Volume and Stress Testing	12/15/17	12/18/17
5.1.9	Training and Documentation	12/19/17	12/21/17
5.1.10	UAT Testing and Approval	12/22/17	1/4/18
5.1.11	Deployment Plan & Deployment	1/5/18	1/9/18
5.1.12	90 Day Warranty and Support	1/10/18	4/3/18
5.1.13	Final State Acceptance/Holdback/Project Close Out Meeting	4/4/18	4/4/18
<b>6</b>	<b>Content Type, Custom Dashboards</b>	<b>1/10/18</b>	<b>9/20/18</b>
6.1	Enhancement Kickoff Meeting	1/10/18	1/10/18
6.1.1	Enhancement Specific Work Plan	1/11/18	1/15/18
6.1.2	Status and Status Meetings	1/16/18	1/18/18
6.1.3	Analysis and Design	1/19/18	2/8/18
6.1.4	Development	2/9/18	5/24/18
6.1.5	Unit Testing (Test Plan)	5/25/18	5/29/18
6.1.6	Integration and Regression Testing (Test Plan)	5/30/18	6/12/18
6.1.7	Security Testing	6/13/18	6/13/18
6.1.8	Volume and Stress Testing	6/14/18	6/14/18
6.1.9	Training and Documentation	6/15/18	6/15/18
6.1.10	UAT Testing and Approval	6/18/18	6/22/18
6.1.11	Deployment Plan & Deployment	6/25/18	6/27/18
6.1.12	90 Day Warranty and Support	6/28/18	9/19/18
6.1.13	Final State Acceptance/Holdback/Project Close Out Meeting	9/20/18	9/20/18

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
CONTRACT 2015-079  
CONTRACT AGREEMENT – PART 3  
EXHIBIT J**

**RESERVED**

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Contract 2015-079 – Part 3 Exhibit J – Reserved  
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Date: 5/12/15

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES**  
**CONTRACT 2015-079 – PART 3**  
**EXHIBIT K**  
**WARRANTY AND WARRANTY SERVICES**

**1. WARRANTIES**

**1.1 Services**

Abacus warrants that the System will operate to conform to the specifications, terms, and requirements of the Contract.

**1.2 Software**

Abacus warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and Abacus' entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Abacus cannot substantially correct such breach in a commercially reasonable manner, the State may end its contract and recover the fees paid to Abacus for any unused, prepaid technical support or enhancement fees; or (b) the re-performance of the deficient Services, or (c) if Abacus cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Abacus for the deficient Services.

**1.3 Non-Infringement**

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

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

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

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2015-079 – Part 3 Exhibit K- Warranty and Warranty Services

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**WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES**  
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**EXHIBIT K**  
**WARRANTY AND WARRANTY SERVICES**

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

**1.4 Viruses; Destructive Programming**

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

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

**1.5 Compatibility**

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

**1.6 Services**

Abacus 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.

**1.7 Personnel**

Abacus warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES**  
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**EXHIBIT K**  
**WARRANTY AND WARRANTY SERVICES**

**1.8 Breach of Data**

Abacus shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

**2. RESERVED**

**3. WARRANTY PERIOD**

A Warranty Period shall be in effect for 90 days after state acceptance for each major enhancement for the duration of the contract.

The Warranty Period, providing a guarantee for products and Services delivered as defined in the Contract shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

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2015-079 – Part 3 Exhibit K- Warranty and Warranty Services

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
CONTRACT 2015-079 – PART 3  
EXHIBIT L  
TRAINING SERVICES**

**1. TRAINING SERVICES**

Abacus shall provide web-based training services for new WISDOM modules and features. This includes refresher training and tailored to each area. The training will be made to the DPHS WISDOM Technical Team and/or potentially trainers to train other WISDOM users.

**1.1 Delivery Includes:**

- Abacus will deliver a Training Agenda to State.
- State will provide written acceptance of Training Agenda.
- The State will provide an adequate facility for all training events.
- Abacus provides remote training via web-conferencing.

**1.2 Project Team Developed Training**

a. Abacus and the State agree to an end user training approach to meet training objectives, including:

- 1) developing “in house” experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- 2) providing WISDOM on-line recorded tutorials whenever possible.

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	Abacus Team	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan.  Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: Abacus providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.  Produce video tutorials as needed.

**STATE OF NEW HAMPSHIRE  
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WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
CONTRACT 2015-079 – PART 3  
EXHIBIT M**

**RESERVED**

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Contract 2015-079 – Part 3 Exhibit M- Reserved

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Abacus Service Corporation Initials: AS

Date: 5/13/15

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
CONTRACT 2015-079 – PART 3  
EXHIBIT N**

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES**  
**CONTRACT 2015-079 – PART 3**  
**EXHIBIT O**  
**SPECIAL EXHIBITS, ATTACHMENTS, AND CERTIFICATES**

Attached are:

- A. Contract Attachment A – Department of Health and Human Services, Exhibits D through J
- B. Contract Attachment B - WISDOM Abacus Contract Requirements
- C. Contractor’s Certificate of Vote/Authority
- D. Contractor’s Certificate of Good Standing
- E. Contractor’s Certificate of Insurance

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Contract 2015-079 – Part 3 Exhibit O- Special Exhibits, Attachments and Certificates

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**New Hampshire Department of Health and Human Services  
Exhibit D**



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/13/15  
Date

A. Sreejani  
Name: **SAMAKUNURI**  
Title: **Vice President**



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Contractor Name:

5/13/15  
Date

A. Green  
Name: **Sam Akunuri**  
Title: **Vice President**

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/13/15  
Date

A. Sreenan  
Name: Sam Akunuri  
Title: Vice President

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials AC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/31/15



**New Hampshire Department of Health and Human Services  
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/13/15  
Date

A. Sheehan  
Name: Sam Akunuri  
Title: Vice President

Exhibit G

Contractor Initials Ac

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/13/15  
Date

A. Suman  
Name: Sam Akunuri  
Title: Vice President

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



**New Hampshire Department of Health and Human Services**

**Exhibit I**

- 
- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
  - m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
  - n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
  - o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
  - p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Business Associate Use and Disclosure of Protected Health Information.**

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



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



**New Hampshire Department of Health and Human Services**

**Exhibit I**

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

10th District  
 The State  
[Signature]  
 Signature of Authorized Representative  
Brock Dipea  
 Name of Authorized Representative  
Brock Dipea  
 Title of Authorized Representative  
5/13/15  
 Date

Abacus Service Corporation  
 Name of the Contractor  
A. Freeman  
 Signature of Authorized Representative  
Sam Akunuri  
 Name of Authorized Representative  
Vice President  
 Title of Authorized Representative  
5/13/15  
 Date

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

5/13/15  
Date

A. Green  
Name: Sam Akumuri  
Title: Vice President



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

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

- 1. The DUNS number for your entity is: 179270991
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____

# 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 Abacus Service Corporation doing business in New Hampshire as Abacus Staffing, a(n) Michigan corporation, is authorized to transact business in New Hampshire and qualified on October 28, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22<sup>nd</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, Sirisha Akunuri, President of the  
(Corporation Representative Name) (Corporation Representative Title)  
Abacus Service Corporation, do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting President of the  
(Corporation Representative Title)

Abacus Service Corporation, a Michigan corporation (the  
"Corporation");  
(Corporation Name) (State of Incorporation)

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

(3) I am duly authorized to issue certificates;

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

13 day of May, 2015, which meeting was duly held in accordance with

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

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

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

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

Sirisha Akunuri President Name

Sreeram Akunuri Vice President Name

Sreeram Akunuri Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President  
(Title)

of the Corporation and have affixed its corporate seal this 13 day of May, 2015.

[Signature]  
(Title) President

(Seal)

STATE OF Michigan

COUNTY OF Oakland

On this the 13 day of May, 2015, before me, Alanna Erving  
Sirisha Akunuri, the undersigned officer,

personally appeared Sirisha Akunuri, who acknowledge her/himself to be the

President, of Abacus Service, a corporation, and that

she/he, as  
(Title)

(Name of Corporation)

such President being authorized to do so, executed the foregoing instrument for the  
(Title)

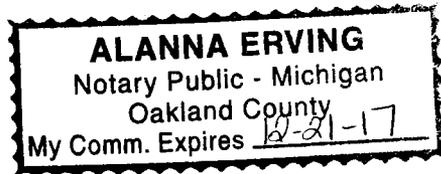
purposes therein contained, by signing the name of the corporation by her/himself as

Sirisha Akunuri.

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

[Signature]  
Notary Public/Justice of the Peace

My Commission expires: 12/21/2017





STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
 CONTRACT 2015-079  
 ATTACHMENT B - REQUIREMENTS

<b>BUSINESS REQUIREMENTS</b>					
<b>State Requirements</b>			<b>Vendor</b>		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>For System Users:</b>					
	The system shall allow for the system users to:				
B1.1	Public anonymous users access will be limited and based on role	M	Yes	standard	
B1.2	Have a unique role-based login consisting of a username and password to access secured features of the application	M	Yes	standard	
B1.3	All new modules and features need role-base attributes to control access.	M	Yes	standard	
<b>For System Administrator(s):</b>					
	The system shall allow for the WISDOM administrator(s) to:				
B2.1	Assign and maintain unique user name and password for WISDOM users, including granting permissions based on role	M	Yes	standard	
B2.2	All new modules and features need UI administration, controls and attributes to allow the dynamic building of content similar to the control built for other modules and features.	M	Yes	standard	
<b>Hosting:</b>					
	<b>Abacus Shall:</b>				
B3.1	Provide a 1 - 3 year extension to hosting NH Health WISDOM.	M	Yes	standard	
B3.2	Maintain expertise in providing the comprehensive hosting for the NH Health WISDOM application and database	M	Yes	standard	
B3.3	Provide WISDOM custom backup procedures and documentation	M	Yes	standard	
<b>Operations:</b>					
	<b>Abacus Shall:</b>				
B4.1	Provide hosting administration services	M	Yes	standard	
B4.2	Provide hosting communications to DHHS Staff	M	Yes	standard	
B4.3	Schedule daily standard backups	M	Yes	standard	
B4.4	Stop and restart applications and services as needed.	M	Yes	standard	
<b>Support and General Services:</b>					
	<b>Abacus Shall:</b>				
B5.1	Provide on-call support to the State via email/telephone during the State's regular business hours (8am - 5pm ET (Eastern Time), Monday through Friday)	M	Yes	standard	

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State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B5.2	Provide troubleshooting services as needed	M	Yes	standard	
B5.3	Provide Documentation as well as documentation updates, to include user manuals, system documentation (logical and physical), and system operations.	M	Yes	standard	
B5.4	Accommodate the training needs of NH Health WISDOM Technical Team via web-conferencing as needed and/or refreshers.	M	Yes	standard	
B5.5	Provide testing services for patches and upgrades completed on the hosting servers	M	Yes	standard	
<b>Maintenance Services:</b>					
<b>Abacus Shall:</b>					
B6.1	Provide defect/bug fix correction	M	Yes	standard	
B6.2	Provide QA testing for bug fixes	M	Yes	standard	
B6.3	Provide patching and/or upgrades of 3rd party software	M	Yes	standard	
B6.4	Provide Security evaluation	M	Yes	standard	
<b>Transition Services:</b>					
<b>Abacus Shall:</b>					
B7.1	Provide a Transition Plan	M	Yes	standard	
B7.2	Provide an up-to-date operations manual. This manual includes directions for all operations processing, including building, deploying, and hosting the application. During the transitional period, the State or the new vendor will learn and develop the processes and procedures to fully maintain the application and requires a complete knowledge transfer.	M	Yes	standard	
B7.3	Provide during the transition on-the-job training and be available for questions and assistance until the expiration of their current Maintenance and Operation contract.	M	Yes	standard	
B7.4	Provide hosting continuity during the transition period: hosting, operations and support on the existing hosted environment.	M	Yes	standard	

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State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B7.5	Provide the details and status for all support and maintenance issues and identify issues which may need resolution and/or migration.	M	Yes	standard	
B7.6	Provide support resources and ensure all resources necessary to execute the transition deliverables are in place and fully operational.	M	Yes	standard	
B7.7	Identify steps required to transition the knowledge of the current system operations, the computer programs, the database structure with the stored procedures, and other support tools, and components.	M	Yes	standard	
B7.8	Provide a one month or longer orientation for review of the Database Administration, and Network Administration Operations and Disaster Recovery procedures. Abacus shall have their DBA work with the new Database Administrator prior to and during the cutover.	M	Yes	standard	
B7.9	Provide preservation and protection of the application and data prior to and during the physical move of the server(s) with full restoration afterward. Formal testing of the System following its physical move including full functionality.	M	Yes	standard	
<b>Planned Enhancement Services:</b>					
<b>Abacus Shall:</b>					
B8.1	Assure that all new modules and features integrate with search, content manager and auditing where applicable	M	Yes	standard	State will determine where applicable.
B8.2	Provide planning, analysis, development, QA testing, performance testing and status updates of planned enhancements (Agile Methodology)	M	Yes	standard	

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>Planned Enhancements during the Contract's duration</b>					
B9.1	<p>Encryption:                      Abacus adds https certificate encryption to the NH Health WISDOM UAT and Production applications using State provided certificates.</p> <p>Abacus integrates Cognos https changes within NH Health WISDOM.                      (year one)</p>	M	Yes	standard	State will provide the ssl certificates at no cost to Abacus
B9.2	<p>Performance Management Application:                      Abacus merges the Strategic Unit and Indicator entities into a single entity and reconfigures the target date and target value attributes. The new values display within the strategy hierarchy table.</p> <p>Abacus shall provide the ability through the PMA to add/change Indicators. Include an integrated attribute marking the Indicator as a Global or PMA-Only. The search results only display Global Indicators.                      (year one)</p>	M	Yes	standard	
B9.3	<p>Community Profiles:                      Abacus shall provide expansion use of the Community Profiles module to include new community types (e.g. 'Socio Economic Communities', et al). 'By Geography' is the current Community Profile Type.</p> <p>Abacus shall provide the ability on each slide in the report card to display all of the default reports for the selected indicator in a new tab in the form of a health topic dashboard.                      (year one)</p>	M	Yes	standard	

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State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B9.4	<p>Health Equity/Access &amp; Utilization:                      Abacus builds a new Health Equity Module and integrates the module into the Home Page and Topic Group Summary pages as the fourth type of Dashboard (e.g.1. Health Topics, 2. Community Profiles, 3. Access &amp; Utilization). The module design closely aligns to Community Profiles Module.</p> <p>Abacus shall provide usability improvements based on feedback and new requirements from the Access and Utilization pilot.                      (year one)</p>	M	Yes	standard	
B9.5	<p>Content Manager:                      Abacus extends Data Reports Content Types. A data source has the ability to have multiple charts associated to it. Add the ability to have both column and bar charts with improved grouping, series, and aggregation. Integrate an upgraded data entry component (e.g. jQuery Handsonable).                      (year one)</p>	M	Yes	standard	
B9.6	<p>Content Types:                      Abacus shall provide and installs an RStudio Shiny Server Open Source Edition for a proof of concept and provides developer access to the State. This includes adding a new RStudio content type, to test the viability of using RStudio Shiny built applications in WISDOM. Alternatively, an agreed upon substitute software solution may be used as an RStudio replacement.                      (year one)</p>	M	Yes	standard	
B9.7	<p>Slide Info:                      Abacus shall provide the ability to drill into the details behind a slide. An 'Info' icon when clicked would send a request to Cognos passing the Indicator ID. In return, Cognos would access a secure Oracle view of the WISDOM Indicator's metadata, reformat it and return the formatted information to the user.                      (year one)</p>	M	Yes	standard	

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B9.8	Smart URLs Abacus shall provide active smart URLs and enables the URLs within Google Analytics. <b>(year one)</b>	M	Yes	standard	
B9.9	Sharing Dashboards: Abacus shall provide the ability to share customized dashboards and/or single slides (i.e., a single slide dashboard which opens without any web page elements visible other than the slide content) with others. <b>(year one)</b>	M	Yes	standard	
B9.10	Feedback: Abacus shall provide a custom feedback form for each topic. A feedback button placed next to the dashboard tools button would be used to capture feedback for a specific dashboard. <b>(year one)</b>	M	Yes	standard	
B9.11	MyWISDOM: Abacus enhances MyWISDOM for several user improvements and shall: <ul style="list-style-type: none"> <li>• Provide ability for duplicate dashboard names globally, and restrict to unique names by user.</li> <li>• Allow custom dashboards to be saved, saved as a new copy, grouped and sorted.</li> <li>• Provide renaming of a MyWISDOM dashboards.</li> <li>• Restrict Admins from deleting a publically available topic from within MyWISDOM.</li> </ul> <b>(year one)</b>	M	Yes	standard	

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B9.12	<p>Contracts and Contractor Data Entry:                      Abacus integrates Contracts within the PMA strategy.</p> <p>Abacus implements Contract/Contractors Data Entry Module improvements for Contractors to enter data. Requires further integration into both the User and PMA modules.                      (year one)</p>	M	Yes	standard	
B9.13	<p>process. The State may consider accelerating targeted deliverables requiring additional Abacus resources or subcontracting. The Optional Services include:</p> <ul style="list-style-type: none"> <li>• Moving Year 2 and/or Year 3 enhancements into Year 1.</li> <li>• Cognos Consulting Services for data and reporting needs</li> <li>• Esri ArcGIS Consulting Services for associated mapping needs</li> <li>• WISDOM Web Designer Consulting Services for designing the key areas of WISDOM</li> <li>• WISDOM Graphics Services for WISDOM images.</li> </ul> <p>(year one)</p>	O	Yes	standard	if required only
B9.14	<p>Abacus shall provide enhancements for:</p> <p><u>New Dashboard Modules</u></p> <ul style="list-style-type: none"> <li>• Emergency Module</li> <li>• Hospital Performance Module</li> </ul> <p><u>Other Enhancements:</u></p> <ul style="list-style-type: none"> <li>• PMA Phase II (Part A)</li> <li>• Publications Module</li> <li>• Dashboard Improvements</li> <li>• MyWISDOM and Home Page Improvements</li> <li>• RStudio Content Type</li> </ul>	M	Yes	standard	

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State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B9.15	Pooled Funding Enhancements and Transition Services (year three)  Abacus shall provide enhancements for: <u>New Dashboard Modules</u> <ul style="list-style-type: none"> <li>• Data Source Module</li> <li>• Custom (DIY) Health Dashboard Module</li> <li>• Custom (DIY) Reports</li> </ul> <u>Other Enhancements:</u> <ul style="list-style-type: none"> <li>• PMA Phase II Deliverables - Part B</li> <li>• New Content Type</li> </ul> <u>Transition Services:</u> <ul style="list-style-type: none"> <li>• Transition for hosting, supporting, and maintaining WISDOM</li> </ul>		Yes	standard	
B9.16	Abacus shall provide 3rd party Security Testing including penetration testing. (Year 1, Year 2, Year 3)	M	Yes	standard	

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APPLICATION REQUIREMENTS			
State Requirements			Vendor
Req #	Requirement Description	Criticality	Vendor Response
<b>GENERAL SPECIFICATIONS</b>			
A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Yes
A1.2	The system software adheres to open standards and is not proprietary.	M	Yes
A1.3	The database platform adheres to open standards.	M	Yes
A1.4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Yes
A1.5	Solution does not require any desktop client or plug-ins to be installed.	O	Yes
A1.6	Web-based compatible and in conformance with the following W3C standards:	M	Yes
A1.7	XHTML 1.0	M	Yes
A1.8	CSS 2.1	M	Yes
A1.9	XML 1.0 (fourth edition)	M	Yes
A1.10	Ability to operate in a virtual environment, with VMWare.	M	Yes
A1.11	Compatibility with EMC Networker for managing backups.	M	Yes
A1.12	Operates on an Oracle/Linux or Microsoft SQL database platform	M	Yes
<b>APPLICATION SECURITY</b>			
A2.1	Verify the identity of or authenticate all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Yes
			Comments
			JDBC driver
			Only desktop User set-up is browser configuration in supported browsers including IE 8/9, Firefox, Safari, Google Chrome
			WISDOM operates in an AWS virtual environment
			WISDOM is compatible with the AWS EMC networker

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.2	Verify the <b>identity and authenticate</b> all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M	Yes		Identity and authentication for all users, with the exception of public users
A2.3	Enforce unique user names.	M	Yes		
A2.4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes		
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M	Yes		
A2.6	Encrypt passwords in transmission and at rest within the database.	M	No	Future	Enhancement to be completed within first quarter.
A2.7	Expire passwords after 90 days.	M	No	Future	Enhancement to be completed within first quarter.
A2.8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes		
A2.9	Provide ability to limit the number of people that can grant or change authorizations.	M	Yes		
A2.10	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes		

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.11	<p>Ensure application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (<a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a>))</p> <p>The minimum testing level required is the equivalent of Trustwave's Tier 3 Application Test: Targeted Threat—This test will simulate a targeted attack executed by a skilled, patient attacker that has targeted a specific organization. This class of attacker will expend significant effort trying to compromise an organization's systems.</p>	M	Yes		<p>Abacus is not responsible for mitigating Cognos Application security flaws.</p> <p>Abacus shall be responsible for all costs associated with making fixes identified by application security testing.</p> <p>Abacus shall subcontract with a 3rd Party Vendor similar to TrustWave upon approval of the State.</p> <p>Abacus and 3rd party vendor shall engage and work with DoIT before, during and after the testing.</p>
A2.12	<p>The application shall not store authentication credentials or sensitive Data in its code.</p>	M	Yes		<p>Abacus is not responsible for mitigating Cognos Application security flaws.</p> <p>Abacus shall be responsible for all costs associated with making fixes identified by application security testing.</p> <p>Abacus shall subcontract with a 3rd Party Vendor similar to TrustWave upon approval of the State. Abacus and 3rd party vendor shall engage and work with DoIT before, during and after the testing.</p>

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes		
A2.14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes		
A2.15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes		
A2.16	Do not Software and System Services for anything other than their designed for use	M	Yes		
A2.17	The application Data shall be protected from unauthorized use when at rest	M	Yes		
A2.18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes		
A2.19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes		
A2.20	Create change management documentation and procedures.	M	Yes		

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<b>APPLICATION SECURITY TESTING</b>					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes		
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes		
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes		
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes		
T1.5	Test for encryption; supports the encoding of data for security purposes.	M	Yes		
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes		
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes		
T1.8	Test the Digital Signature; guarantees the unaltered state of a file.	M	Yes	Future	Certificates will be implemented as part of the contract
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.		Yes		The account and user management will be enabled for AWS services and within the WISDOM application. This will not include the user account management within the State network.
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes		

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<b>TESTING</b>			
<b>State Requirements</b>		<b>Vendor</b>	
Req #	Requirement Description	Criticality	Comments
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes
T1.12	Test Input Validation; nsures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes
T1.13	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.	M	Yes
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes
<b>STANDARD TESTING</b>			
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Part 3, Exhibit F.	M	Yes
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Part 3, Exhibit F, Section 1.7.	M	Yes

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 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
 CONTRACT 2015-079  
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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>OPERATIONS</b>					
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes		
H1.2	State access will be via VPN or Web Browser.	M	Yes		
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Yes		
H1.4	At a minimum, the System should support this client configuration; Internet Explorer 6, and 128 bit encryption.***At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, Internet Explorer 7 and above, and 128 bit encryption.	M	No		For public facing interfaces, vendor will assure compatibility with the following popular browsers: IE8 and above will be supported Firefox Chrome Safari
H1.5	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Yes		
H1.6	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Yes		

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HOSTING-CLOUD REQUIREMENTS			
State Requirements			Vendor
Req #	Requirement Description	Criticality	Vendor Response
H1.7	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Yes
H1.8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Yes
H1.9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes
H1.10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes
H1.11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Yes
H1.12	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Yes
H1.13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes
			Per our agreement with Amazon AWS hosting services.
			Per our agreement with Amazon AWS hosting services.
			Per our agreement with Amazon AWS hosting services.
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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H1.14	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes		Per our agreement with Amazon AWS hosting services.
H1.15	Vendor must monitor the application and all servers.	M	Yes		
H1.16	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes		Abacus will manage the database servers located in AWS
H1.17	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes		
H1.18	Vendor shall monitor System, security, database, and application logs.	M	Yes		
H1.19	Vendor shall manage the sharing of data resources.	M	Yes		
H1.20	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes		
H1.21	The Vendor shall monitor physical hardware.	M	Yes		
H1.22	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Yes		
<b>DISASTER RECOVERY</b>					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Yes		

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes		
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes		
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes		
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes		
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Amazon servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes		
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes		
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes		Backups are provided by AWS services
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Yes		

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State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes		
<b>NETWORK ARCHITECTURE</b>					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes		Per our agreement with Amazon AWS hosting services.
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Yes		Per our agreement with Amazon AWS hosting services.
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes		Per our agreement with Amazon AWS hosting services.
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes		Per our agreement with Amazon AWS hosting services.
H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server - resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes		Per our agreement with Amazon AWS hosting services.

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>HOSTING SECURITY</b>					
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes		
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes		
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes		Per our agreement with Amazon AWS hosting services.
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes		
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Yes		
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes		
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes		
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes		

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State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H4.9	The Vendor shall perform security audits, including vulnerability assessments, of the Vendor's hosting infrastructure and/or the application.	M	Yes		
H4.10	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.	M	Yes		
H4.11	The operating system and the data base should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA.	M	Yes		
H4.12	The Vendor must provide reports to validate that redundancy is in fact in place and backup/restores are functioning.	M	Yes		
H4.13	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes		
<b>SERVICE LEVEL AGREEMENT</b>					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes		
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes		
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes		

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State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday ET (Eastern Time);	M	Yes		
H5.5	The Vendor response time for support shall conform to the specific deficiency class as described below: <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M	Yes		The Abacus Team shall provide on-call support for Class A Deficiencies on all holidays observed by Abacus that are regular business days for the State (8am – 5pm EST, Monday through Friday).
H5.6	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: <ul style="list-style-type: none"> <li>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>b. Class B &amp; C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;</li> </ul>	M	Yes		

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State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes		
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes		
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes		
H5.10	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes		
H5.11	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes		
H5.12	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes		
H5.13	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes		
H5.14	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes		
H5.15	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes		Per our agreement with Amazon AWS hosting services.

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State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H5.16	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes		
H5.17	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Yes		

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State Requirements				Abacus		
Req #	Requirement Description	Criticality	Abacus Response	Delivery Method	Comments	
<b>MAINTENANCE REQUIREMENTS</b>						
S1.1	Abacus' System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	standard		
S1.2	Abacus provides ongoing upgrades for patches, software upgrades, and handling of browser versions.	M	Yes	standard		
S1.3	Abacus manages daily backup and restore operations for all related data (applications, images, videos, and databases).	M	Yes	standard		
S1.4	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	standard		
S1.5	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	standard		
S1.6	Abacus will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	standard		
S1.7	Abacus shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	standard		
S1.8	For all maintenance Services calls, Abacus shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency reSolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes	standard		

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State Requirements		Abacus			
Req #	Requirement Description	Criticality	Abacus Response	Delivery Method	Comments
<b>YEAR 1 - MAINTENANCE ENHANCEMENTS (MINOR)</b>					
S2.1	Abacus provides ongoing upgrades for patches, software upgrades, and handling of browser versions.	M	Yes	standard	
S2.2	Abacus provides server performance analysis and subsequent recommendation for the Amazon Web Services (AWS) cloud hosting.	M	Yes	standard	
S2.3	Using a Change Order Process, Abacus shall provide software services for minor enhancements.	M	Yes	standard	
<b>SUPPORT SERVICE REQUIREMENTS</b>					
S3.1	The State shall have unlimited access, via phone or Email, to Abacus technical support staff between the hours of 8:00am to 5:00 pm - Monday thru Friday EST;	M	Yes	standard	
S3.2	Abacus response time for support shall conform to the specific deficiency class as described in Attachment 1 H5.5 & H5.6.	M	Yes	standard	
S3.3	Abacus must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	standard	
<b>WARANTY SERVICES</b>					
S4.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Yes	standard	
S4.2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract.	M	Yes	standard	

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State Requirements		Abacus			
Req #	Requirement Description	Criticality	Abacus Response	Delivery Method	Comments
S4.3	Abacus shall have available to the State on-call telephone/email assistance, with issue tracking available to the State: a. Class A Deficiencies - Abacus shall have available to the State email/telephone assistance, with issue tracking available to the State during regular business hours (8am – 5pm ET (Eastern Time), Monday through Friday) with an email/telephone response within two (2) hours of request. b. Class B Deficiencies –The State shall notify Abacus of such Deficiencies during regular business hours and Abacus shall respond back within seventy-two hours with notification of planned corrective action; and, c. Class C Deficiencies –The State shall notify Abacus of such Deficiencies during regular business hours and Abacus shall respond back within four (4) business days with notification of planned corrective action.	M	Yes	standard	The Abacus Team shall provide on-call support for Class A Deficiencies on all holidays observed by Abacus that are regular business days for the State (8am – 5pm EST, Monday through Friday).
S4.4	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	standard	
S4.5	For all Warranty Service calls, Abacus shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	M	Yes	standard	
S4.6	Abacus must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems;	M	Yes	standard	

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State Requirements		Abacus			
Req #	Requirement Description	Criticality	Abacus Response	Delivery Method	Comments
S4.7	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Abacus no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Yes	standard	

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PROJECT MANAGEMENT				Vendor		
State Requirements			Criticality	Vendor Response	Delivery Method	Comments
Req #	Requirement Description					
<b>PROJECT MANAGEMENT</b>						
P1.1	Abacus shall participate in an initial project kick-off meeting to initiate the Project.	M	Yes	standard		
P1.2	Abacus shall submit a finalized Master Work Plan (including milestones) within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule. The plan shall be updated no less than every two weeks.	M	Yes	standard		
P1.3	Abacus shall submit an enhancement Work Plan prior to the start of each major software deliverable listed in Exhibit B. The major software deliverable workplan area may combine multiple deliverables into each Work Plan. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies. The plan shall be updated no less than every two weeks.	M	Yes	standard		
P1.4	Abacus shall provide Project Staff as specified in the Contract.	M	Yes	standard		
P1.5	Abacus shall retain qualified staff to provide WISDOM maintenance and support.	M	Yes	standard		
P1.6	Abacus Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.	M	Yes	standard		
P1.7	Abacus shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	standard		
P1.8	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. Documentation shall be maintained in a mutually agreeable format and location.	M	Yes	standard		

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<b>PROJECT MANAGEMENT</b>			
<b>State Requirements</b>		<b>Vendor</b>	
Req #	Requirement Description	Criticality	Comments
P1.9	Abacus shall provide web conferencing capability for daily meeting with the WISDOM Technical Team (at no cost to the State). Abacus shall provide web conferencing (at no cost to the State) allowing WISDOM Technical Team to: <ul style="list-style-type: none"> <li>• Train WISDOM Users</li> <li>• Demo WISDOM</li> <li>• Meet with Health Partners</li> <li>• Troubleshooting remote user issues</li> </ul>	M	Yes  standard

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STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 WISDOM ENHANCEMENT, HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES  
 CONTRACT 2015-079  
 ATTACHMENT B - REQUIREMENTS

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>SOFTWARE DEVELOPMENT</b>					
SD1.1	Abacus shall provide systems development life cycle services for WISDOM Software Modifications and Updates.	M	Yes	standard	
SD1.2	Abacus shall provide Project Management and Analysis Services for Software Modifications and Updates.	M	Yes	standard	
SD1.3	Abacus shall provide quality assurance testing (unit, integration and regression) of software enhancements prior to deploying code into the User Acceptance Testing Environment.	M	Yes	standard	
SD1.4	Abacus shall provide a walkthrough or training on all deliverables to the DHHS WISDOM Technical Team.	M	Yes	standard	
SD1.5	Abacus shall provide code deployment into User Acceptance Testing (UAT) for business user verification and approval prior to deployment into Production.	M	Yes	standard	
SD1.6	Abacus shall provide production application and database backups prior to deploying production modifications and restores back to the original if necessary.	M	Yes	standard	
SD1.7	Abacus shall provide continued integration, support and maintenance to the existing functionality impacted by new Software Modifications and Updates.	M	Yes	standard	
SD1.8	Abacus shall provide continued integration of security, search, administration, content manager and auditing functionality for Software Modifications and Updates.	M	Yes	standard	

Contract 2015-079 – Exhibit H-Requirements  
 Initial and Date All Pages:  
 Abacus Service Corporation Initials: AS  
 Date: 5/13/15

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SD1.9	Abacus shall provide stress and load testing and implements improvements after each major release.	M	Yes	standard	
SD1.10	Abacus shall provide an Incident Management Application (IIRA) for tracking incidents.	M	Yes	standard	
SD1.11	Abacus shall provide System Administration Documentation including Documentation for new Updates and Enhancements, System manuals, System Diagrams and System Operations functions.	M	Yes	standard	
SD1.12	Abacus shall provide Documentation electronically, in a format mutually agreed to by Abacus and the State.	M	Yes	standard	
SD1.13	Abacus shall provide Warranty Services on new System Updates and requested Enhancements; the Warranty Period shall remain in effect until 90 days after the end of the Contract.	M	Yes	standard	
SD1.14	Software development projects shall conform to a software development methodology including but not limited to: <ul style="list-style-type: none"> <li>• Creating a Work Plan</li> <li>• Analysis &amp; code development</li> <li>• Unit, integration, regression testing and test plans</li> <li>• Train Wisdom Technical Team</li> <li>• User Acceptance Testing (UAT) Approval</li> <li>• Deployment Plan</li> <li>• Production Deployment</li> <li>• Incident Management</li> <li>• Documentation</li> <li>• Acceptance of Production Implementation</li> <li>• 90 Day Warranty</li> <li>• Acceptance of Enhancement(s)</li> </ul>	M	Yes	standard	

Contract 2015-079 – Exhibit H-Requirements  
 Initial and Date All Pages: AS  
 Abacus Service Corporation Initials: AS  
 Date: 2/12/15

## New User Creation

1. Operations Admin (OA) receives info regarding new Abacus employee (New User) via email from Recruiting Manager
  - 1.1. OA contacts Vision Computer Solutions, our IT services provider, to create a new email address and password for the New User
    - 1.1.1. OA will request (NewUser@abacusservice.com) as new email
    - 1.1.2. OA will request password "welcome1" as default
    - 1.1.3. OA will receive response from Vision
      - 1.1.3.1. New email and password have been created, according to OA request, or
      - 1.1.3.2. Email address is already taken;
        - 1.1.3.2.1. OA proposes different email address
    - 1.1.4. OA will request Vision to add New User email to hydteam group email, if New User is located in India
  - 1.2. OA contacts ShoreTel phone services to create a phone number for New User
    - 1.2.1. OA sets new phone password to 23739 as default
  - 1.3. OA logs in to JobDiva, and clicks on Settings > My Team > Add User
    - 1.3.1. OA enters First Name, Last Name, Email, default password, company address, work phone number, and Shoretel (phone) default password of New User as required;
      - 1.3.1.1. If no job title is provided, OA assumes New User is a Recruiter
      - 1.3.1.2. ShoreTel password required to allow call center function (ability for JobDiva to tie in to incoming calls and pull up caller info if candidate is in database, or believe they will be logged into Job Diva and select the candidates phone number, this connects to their softphone and they can makes calls.) to work
      - 1.3.1.3. clicks on "Register" button to save information;
  - 1.4. OA goes to Settings > My Team > Users, searches for New User name, and assigns a user role to New User
    - 1.4.1. User Role Options:
      - 1.4.1.1. User Status checkbox:
        - 1.4.1.1.1. Active: (checked) allows User to log in using email stored in profile
        - 1.4.1.1.2. Inactive: (unchecked) removes access to User
      - 1.4.1.2. User:
        - 1.4.1.2.1. Can access own profile
        - 1.4.1.2.2. Cannot set their role or certain permissions
      - 1.4.1.3. Recruiter: allows users to perform most functions and reports,
        - 1.4.1.3.1. setting up search criteria,
        - 1.4.1.3.2. perform candidate submittal,
        - 1.4.1.3.3. Create hotlist of resumes
        - 1.4.1.3.4. Receive feedback from clients regarding resumes on hotlist
      - 1.4.1.4. Recruiting Manager:
        - 1.4.1.4.1. assigns Recruiter to a job;
        - 1.4.1.4.2. services the job by setting up search criteria,
        - 1.4.1.4.3. perform candidate submittal, etc.
      - 1.4.1.5. Sales:
        - 1.4.1.5.1. all Recruiter functions;
        - 1.4.1.5.2. Salesperson appears differently on reports, especially those sorted by Salesperson
      - 1.4.1.6. Team Leader:
        - 1.4.1.6.1. Adding user fields, qualifications, and overall in charge of making modifications to JobDiva
        - 1.4.1.6.2. Default permissions:
          - 1.4.1.6.2.1. Allow Managing Harvesters' Criteria and Profiles

- 1.4.1.6.2.1.1. Has access to Setting>Connect>Job Boards
- 1.4.1.6.2.1.2. Can modify job board account profiles
  - 1.4.1.6.2.1.2.1. Access login information,
  - 1.4.1.6.2.1.2.2. Access harvester schedules
  - 1.4.1.6.2.1.2.3. Access limits
- 1.4.1.6.2.2. Allow Managing VMS Web Sites
  - 1.4.1.6.2.2.1. Grants access to Settings>Settings>VMS Synchronization
    - 1.4.1.6.2.2.1.1. Access VMS logins, passwords, user assignments
- 1.4.1.6.2.3. Allow Managing Other Team Functions
  - 1.4.1.6.2.3.1. Allows user to access Settings>My Team>Profile
  - 1.4.1.6.2.3.2. Allows access to Settings>My Team>Users
  - 1.4.1.6.2.3.3. Allows access to Settings>Customize>UDFs
  - 1.4.1.6.2.3.4. Allows access to Settings>Labels>Company Types
- 1.4.1.6.2.4. Allow Power Access to Job and Candidate Pages
  - 1.4.1.6.2.4.1. Allows user to delete candidates from the Candidate Viewer screen
  - 1.4.1.6.2.4.2. Allows user to edit search criteria, harvest settings of jobs not assigned to them
- 1.4.1.6.2.5. Display the Four Daily Email Profile Option
  - 1.4.1.6.2.5.1. User will have the option to receive email notification regarding number of harvested resumes; option will appear as checkbox in their User Profile
- 1.4.1.6.3. Optional permissions:
  - 1.4.1.6.3.1. Managing harvesters/ criteria only
    - 1.4.1.6.3.1.1. Access Settings>Connect>Job Boards
      - 1.4.1.6.3.1.1.1. Create Evergreen criteria
      - 1.4.1.6.3.1.1.2. May not edit harvester settings and login information
  - 1.4.1.6.3.2. View the Access Log Report and candidate pages
    - 1.4.1.6.3.2.1. Grants ability to view a company-wide report documenting the actions of each user within a specific time range
    - 1.4.1.6.3.2.2. All users may view a personal Access Log Report
  - 1.4.1.6.3.3. Manage job catalogs
    - 1.4.1.6.3.3.1. Grants access to Settings>Templates>Job Catalogs to create or edit Job Catalogs to populate job descriptions and other information from the Job/Agent screen, regardless of assignment
  - 1.4.1.6.3.4. Allow managing mail merge templates
  - 1.4.1.6.3.5. Allow power access to hotlist
- 1.4.1.6.4. Adding new users/edit users
  - 1.4.1.6.4.1. First and last name
  - 1.4.1.6.4.2. Title
  - 1.4.1.6.4.3. Email and alternate email
  - 1.4.1.6.4.4. Address, city, state, zip, country
  - 1.4.1.6.4.5. Work phone and extension
  - 1.4.1.6.4.6. Home phone
  - 1.4.1.6.4.7. Mobile phone
  - 1.4.1.6.4.8. Division
  - 1.4.1.6.4.9. Cost center
  - 1.4.1.6.4.10. Branch
- 1.4.1.6.5. May include technical resource person

1.4.1.7. Super User

1.4.1.7.1. With Team Leader Permission, can add/edit users

1.4.1.7.2. May assign specific permissions to the Team Leaders

1.4.1.7.3. Can modify all parts of JobDiva

1.4.1.8. Client: limited access;

1.4.1.8.1. client user can see resumes but not contact information;

1.4.1.8.2. can view a hotlist of resumes created by recruiters

1.4.1.9. Timesheet Approver:

1.4.1.9.1. Receive JobDiva login to review, search, approve/reject, and print submitted Timesheets and Expenses

1.4.1.9.2. Receive email alert to view submitted Timesheets and Expenses

1.4.1.10. Hiring Manager: a client user; is allowed partial access to JobDiva

1.4.1.10.1. Can enter job opening's basic information, like job title, job description

1.4.1.10.2. Selects a Recruiting Manager to service their jobs

1.5. OA sends email to New User with newly created information:

1.5.1. JobDiva log in ID and temporary password

1.5.2. ShoreTel (phone) log in information

2. OA receives email to add in-house Abacus employee (non-Recruiter)

2.1. OA receives request to create JobDiva account for New User

2.2. OA receives request to set up Outlook account

2.3. OA receives request to phone

2.4. OA receives request to set up Brosix account

3. OA receives email to add new client

4. OA receives email to add new TimeSheet Approver (see ATS Replacement Project>Reference materials >JobDiva TimeKeeper Module and Workflow #2013102804)