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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

July 14, 2014

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

Retroactive
Sole source
100% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into a **retroactive sole-source** amendment with BizStream (Vendor #219839), 11480 53rd Avenue, Suite A, Allendale, MI 49401, to provide operational support services for continued use of the web-based residential management system for the John H. Sununu Youth Services Center by increasing the price limitation by \$84,866 from \$81,976 to \$166,842 and by extending the contract end date to June 30, 2016, retroactive to June 30, 2014, effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreement on June 20, 2012 (Item #71).

Funds are available for State Fiscal Years 2013, 2014, and 2015 and are anticipated to be available in State Fiscal Year 2016, in the following accounts with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without Governor and Executive Council approval.

05-95-41-413010-20240000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: JUVENILE JUSTICE SERV, DJJS GRANTS, JAIBG

Fiscal Year	Class/Object	Class Title	Activity Code	Current Modified Budget	Increase/ (Decrease)	Revised Budget Amount
2013	102-500731		41133006	\$52,888	\$0	\$ 52,888
2014	102-500731		41133006	\$29,088	\$0	\$ 29,088
State Fiscal Year 2013 and 2014 Subtotal				\$81,976	\$0	\$ 81,976

05-95-442-421010-29600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD BPROTECTION, ORG'L LEARNING & QUALITY IMPRVMT

Fiscal Year	Class/Object	Class Title	Activity Code	Current Modified Budget	Increase/ (Decrease)	Revised Budget Amount
2015	066-500545		42106026	\$0	\$55,778	\$ 55,778
2016	066-500545		42106026	\$0	\$29,088	\$ 29,088
State Fiscal Year 2015 and 2016 Subtotal				\$0	\$84,866	\$ 84,866
Contract Total:				\$81,976	\$84,866	\$166,842

EXPLANATION

This is a **retroactive** because the Department experienced delays in receiving required documentation from the vendor. This request is **sole-source** because the vendor provides a web-based residential management system specifically for the Sununu Youth Service Center business needs. Originally, the web-based system was competitively procured through a minor contract from July 1, 2011 through January 30, 2012. The Department continued to use BizStream through purchase order approved by the Department of Administrative Services. The Governor and Executive Council approved the original sole source contract on June 20, 2012 (Item #71). The Department supports this sole source amendment because the BizStream currently meets the Department's business needs for a residential management software system. Additionally, the costs of procuring and implementing a new system would exceed the cost of amending this agreement.

The John H. Sununu Youth Services Center provides an architecturally secure placement for two separate populations. One population consists of committed juveniles and the other consists of New Hampshire youth involved with the court system prior to adjudication. The Contractor hosts web-based software that is currently in use for facility management, case management and case record management for both populations. Staff at the John H. Sununu Youth Services Center use the web-based system for all aspects of case management including, but not limited to: incident reporting; program activity logs and tracking; program outcome measuring; electronic notifications to Juvenile Probation and Parole Officers, facility administrators and staff; medication administration; and suicide watches.

Currently there is no effective method to separate the two populations for data reports used in budgeting and policy development. Because the needs and laws that govern both populations differ, quicker and better access to information will allow Department administrators and key stakeholders to better manage these populations. Further, at this time, reporting requirements are met by manually producing individual reports. This reporting method is both time consuming and subject to human error.

This amendment includes an additional twenty-four (24) months of software maintenance and support, as well as the continued operation of the software. Additionally, BizStream will implement several enhancements that will customize the residential management software to the unique business needs of the John H. Sununu Youth Services Center. Specifically this will result in streamlining reporting, which includes those reports mandated by state law. The enhancements will also increase the centers ability to better manage the two unique populations and additional changes that will result in significant timesavings for staff at the Center.

New Hampshire RSA 126-u, Limiting the Use of Child Restraint Practices in Schools and Treatment Facilities requires the Department to report incidents of physical restraint or seclusion to legislative committees annually. The enhancements implemented through this amendment will allow for the creation of custom forms that will streamline the reporting process, including Performance Based Standards Reporting, which is used in the event of litigation and audits.

These enhancements will allow for quick custom reporting based on the facilities needs with an ability to separate the two populations, which will provide a significant time savings for staff. Staff will have the ability to sort and filter all activity logs and youth record data by the two populations, thereby allowing staff to quickly identify which population is being served in order to apply the correct rules, policies and procedures.

Should the Governor and Executive Council not authorize this request, the Division would experience a variety of safety issues at the John H. Sununu Youth Services Center for the youth and staff. Staff would be forced to return to a combination of a paper-based system and the Bridges casework software application, which is antiquated and was not designed for facility management. The cumbersome navigation and workflows experienced when using the Bridges casework software application make access to critical information slow and inefficient. The additional time spent on the Bridges casework software application can result in an inability of staff to respond quickly to critical safety and security situations. Without the enhancements that will be provided by BizStream through this amendment, the facility would continue to be stymied by manual reporting systems that do not allow timely and accurate information needed to make key policy decisions. Finally, without this amendment, the use of paper forms would continue to be barrier to staff time, printing costs, and file storage.

Area served: Statewide.

The source of funds is 100% General Funds.

Respectfully submitted,



Maggie Bishop
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

Peter C. Hastings
Commissioner

July 28, 2014

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with BizStream of Grand Rapids, MI, for continued use of the web-based residential management software, as described below and referenced as DoIT 2012-104A.

This amendment extends the current contract with BizStream for enhancements, support, maintenance, and system hosting for the BizStream residential management application at the John H. Sununu Youth Services Center. Staff at the center relies upon the web-based system for all aspects of resident case management, enhanced safety, and required federal reporting. The contract shall become effective upon Governor and Council approval through June 30, 2016. The amount of this contract is \$84,866.

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

Sincerely,

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

Peter C. Hastings

PCH/ltn
2012-104A

cc: Eric Borrin, DHHS
Leslie Mason, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES
CONTRACT 2012-104 AMENDMENT 1

This 1st Amendment to the BizStream contract (hereinafter referred to as "Amendment #1) dated this June 10th day of 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and BizStream (hereinafter referred to as the "Contractor"), a Michigan corporation with a place of business at 11480 53rd Avenue, Suite A, Allendale, MI 49401.

WHEREAS, pursuant to an Agreement (the "Contract") approved by Governor and Executive Council, on June 20, 2012, Item #71, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract;

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, Amendment, the State may amend the contract by written agreement of the parties, and upon the Governor and Executive Council approval;

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

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

To amend as follows:

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
June 30, 2016.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$166,842.00.
3. Contract Agreement, Part 2, Section 1.3 Contract Term, replace:
June 30, 2013 with June 30, 2016.
4. Contract Agreement, Part 2, Section 3.4 State Contract Manager, replace:
Patrick McGowan with Dague Clark
129 Pleasant Street with 97 Pleasant Street
Tel: (603) 271-4843 with Tel: (603) 271-4817
Fax: (603) 271-7982 with Fax: (603) 271-4729
Email: patrick.mcgowan@dhhs.state.nh.us with dbclark@dhhs.state.nh.us
5. Exhibit B, 1. Deliverable Payment Schedule, 1.1 Firm Fixed Price, replace
\$81,976.00 with \$166,842.00; and
June 30, 2014 with June 30, 2016.
Add accompanying Deliverable Payment Schedule with Sections 1.2, 1.2.1 and 1.2.2
6. Exhibit B, 2. Total Contract price, replace
\$81,976.00 with \$166,842.00.

- 7. Standard Exhibit D - Certification Regarding Drug Free Workplace Requirements, Period Covered by this Certification, to read:
From: 7/1/2012 To: 6/30/2016
- 8. Standard Exhibit E – Certification Regarding Lobbying Contract Period, to read:
Contract Period: 7/1/2012 through 6/30/2016
- 9. Exhibit I: Work Plan; Section 7: Preliminary Work Plan, add
Table 7.3: Modifications – BizStream Developed, and
Table 7.4: High Level Preliminary NH Project Plan

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

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

7-24-14
Date

7-21-14
Date

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

Mary Ann Cooney
Name: Mary Ann Cooney
Title: Associate Commissioner

BizStream
Mark Schmidt
Name: MARK SCHMIDT
Title: OWNER

Corporate Signature Notarized:

State of Michigan, County of OTTAWA on July 21, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed the document in the capacity indicated above. MARK SCHMIDT

Signature of Notary Public or Justice of the Peace

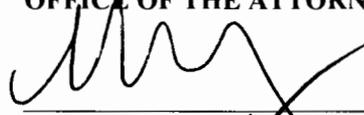
Andrea L. Barry
Name and Title of Notary or Justice of the Peace

**ANDREA L. BARRY
NOTARY PUBLIC - MICHIGAN
OTTAWA COUNTY
MY COMMISSION EXPIRES 11-26-2014
ACTING IN OTTAWA COUNTY**

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

OFFICE OF THE ATTORNEY GENERAL

7/24/14
Date



Name: Megan A. Yaple
Title: Attorney - Attorney General's Office

I hereby certify that the forgoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at th4e Meeting on: _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 BizStream, Inc. a(n) Michigan corporation, is authorized to transact business in New Hampshire and qualified on May 17, 2012. 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 5th day of June, A.D. 2014

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, BRIAN MCKEIVER (Corporation Representative Name), BOARD MEMBER (Corporation Representative Title) of the BIZSTREAM INC. (Corporation Name), do hereby certify that:

(1) I am the duly elected and acting BOARD MEMBER (Corporation Representative Title) of the BIZSTREAM INC (Corporation Name), a MICHIGAN (State of Incorporation) corporation (the "Corporation");

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

(3) I am duly authorized to issue certificates;

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

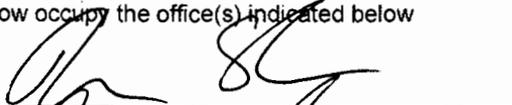
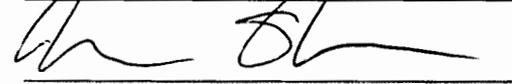
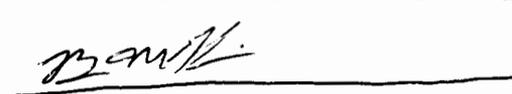
12th day of JULY, 2014, which meeting was duly held in accordance with

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

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain SOFTWARE 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

	<u>MARK SCHMIDT</u> President Name
	<u>MARK SCHMIDT</u> Vice President Name
	<u>MARK SCHMIDT</u> Treasurer Name
	<u>BRIAN MCKEIVER</u> BOARD MEMBER

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

of the Corporation and have affixed its corporate seal this 1st day of JULY, 2014.

BOARD MEMBER
(Title)

(Seal)

STATE OF MICHIGAN

COUNTY OF OTTAWA

On this the 1st day of JULY, 2014, before me, ANDREA L. BARRY, the undersigned officer,

personally appeared BRIAN MCKEIVK, who acknowledge her/himself to be the
BOARD MEMBER, of BIZ STREAM INC., a corporation, and that

she~~(he)~~ as
(Title) (Name of Corporation)

such BOARD MEMBER 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

BRIAN MCKEIVK

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

Andrea L. Barry
Notary Public/Justice of the Peace

My Commission expires: 11-26-2014

ANDREA L. BARRY
NOTARY PUBLIC - MICHIGAN
OTTAWA COUNTY
MY COMMISSION EXPIRES 11-26-2014
ACTING IN OTTAWA COUNTY

DELIVERABLE PAYMENT SCHEDULE FOR AMENDMENT 1

1.2 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract, totaling \$84,866.00 for the period between the Effective Date through June 30, 2016. BizStream shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow BizStream to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

1.2.1 Change Request and Enhancement Implementation Payments

	Activity, Deliverable or Milestone	Item	Deliverable Type	Projected Dates	Payment Amount
1	Project Approval/Down Payment	-	Non-Software	Week 0	\$6,672, net 30 days
	Phase I				
2	Kickoff Meeting Review Requirements/Gather Final Requirements	A	Non-Software	Week 1 - Week 2	
3	Design Docs/Requirements Mock-ups	A	Written	Week 1 - Week 2	
4	Develop "A" (Defined in "Reference Item" below)	A	Software	Week 2 - Week 6	
5	Deploy to Beta "A"	A	Non-Software	Week 6	
6	Client Testing	A	Non-Software	Week 6 - Week 8	
8	Conditional State Acceptance	A	Written		\$6,673, net 30 days
	Phase 2				
9	Review Requirements/Gather Final	B & C	Non-Software	Week 6 - Week 7	
10	Design Docs/Requirements Mock-ups	B & C	Written	Week 7 - Week 8	
11	Develop "B&C" (Defined in "Reference Item" below)	B & C	Software	Week 8 - Week 15	
12	Deploy to Beta "B&C"	B & C	Non-Software	Week 15	
13	Client Testing	B & C	Non-Software	Week 15 - Week 17	
14	Conditional State Acceptance	B & C	Written		\$6,672, net 30 days
15	Final Client Testing	A, B & C	Non-Software	Week 18 - Week 19	
16	Conditional State Acceptance	A, B & C	Written		
17	Roll out to Live	A, B & C	Non-Software	Week 19	
18	Warranty Period	A, B & C	Non-Software		
19	Final State Acceptance	A, B & C	Written		\$6,673, net 30 days
				Enhancement Total	\$26,690

Reference Item	BizStream Effort
Item A NWH-2012-003	6 weeks
Item B NWH-2012-003 Forms for Facility	2 weeks
Item C NWH-2012-003 Custom Reports	6 weeks
Total Estimated Design/Development	14 weeks

1.2.2 SAAS Subscription Payments

	Deliverable	Deliverable Type	Dates	Payment Amount
1	BizStream SaaS Subscription	Software	Year 1	\$29,088.00
2	BizStream SaaS Subscription	Software	Year 2	\$29,088.00

PRELIMINARY WORK PLAN

Table 7.3: Modifications – BizStream Developed

The following Table 7.3 provides the preliminary agreed upon Work Plan for the Contract. The final Work plan shall be provided by BizStream within 10 business days of Governor and Council approval.

Requirement	Components, if applicable	Enhancement Description
General enhancements		Show all Events in one view. Print Client Events. Modify General Profile Report (form) to allow responses. Make "Judge" label customizable. Print Individual Progress Reports. Make Form Builder dates searchable. Make Form Builder checkboxes searchable. Change placement type without readmission. Organization wide calendar events.
Case Notes enhancements		"Staff Present" staff selector. Service provided dropdown. Add Duration Number field.
Roll out		Quality Assurance/Testing. Project Management. Deployment.

Table 7.4: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
Kickoff Meeting Review Requirements/Gather Final Requirements	1 Week	Week 1	Week 2
Design Docs/Requirements Mock-ups	1 Week	Week 1	Week 2
Develop "A"	4 Weeks	Week 2	Week 6
Deploy to Beta "A"	1 Week	Week 6	Week 6
Client Testing/Acceptance	2 Weeks	Week 6	Week 8
Review Requirements/Gather Final	1 Week	Week 6	Week 7
Design Docs/Requirements Mock-ups	1 Week	Week 7	Week 8
Develop "B&C"	7 Weeks	Week 8	Week 15
Deploy to Beta "B&C"	1 Week	Week 15	Week 15
Client Testing/Acceptance	2 Weeks	Week 15	Week 17
Final Client Testing/Acceptance	1 Week	Week 18	Week 19
Roll out to Live	1 Week	Week 19	Week 19

WAS



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

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Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

April 27, 2012

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

G&C Approved

Date 6/20/12
Item # 71

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into a **sole-source** contract with BizStream (Vendor #219839) 6101 Lake Michigan Dr BLDG A, STE 1600 Allendale, MI 49401, to provide operational support services for continued use of the web-based residential management system for the John H. Sununu Youth Services Center in an amount not to exceed \$81,976.00 effective upon G&C approval through June 30, 2014. Funds are available in SFY 2013 and anticipated to be available in SFY 2014 in the following account:

05-95-41-413010-20240000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: JUVENILE JUSTICE SERV, DJJS GRANTS, JAIBG

Fiscal Year	Org	Class/Object	Activity Code	Amount
SFY 2013	20240000	102-500731	41133006	\$52,888.00
SFY 2014	20240000	102-500731	41133006	\$29,088.00
Total:				\$81,976.00

EXPLANATION

The Department is proposing a sole-source contract with BizStream because the vendor is the sole provider of the BizStream web-based system, which is currently in use and meeting the Sununu Youth Service Center's business needs for a residential management system. Originally, the web-based system was competitively procured through a minor contract from July 1 2011 through January 30, 2012. The Department has continued to use BizStream through purchase order approved by the Department of Administrative Services. The contract was created so the Center could determine if the system was meeting the needs of the population. The Division has determined that BizStream is a viable solution and with several enhancements could fully meet the needs of the population.

The Department supports this sole-source agreement because the system currently meets the Center's business needs for a residential management system, and the costs of procuring and implementing a new system would exceed the cost of this agreement. The proposed costs for maintenance and support are reasonable because they have decreased from the amount currently paid by the Department.

The John H. Sununu Youth Services Center provides an architecturally secure placement for two separate populations. These are committed juveniles and NH youth involved with the NH court system prior to their adjudication. The Center currently uses the web-based software, hosted by the vendor, for both facility management and case management for both population's cases and case records.

The staff at the center use the web-based system for all aspects of case management, including incident reporting, program activity tracking, program outcome measuring, electronic notifications to field services Juvenile Probation and Parole Officers, facility administrators and staff, electronic activity logs, accurate medication administration, and suicide watches.

The proposed operational support agreement includes 24 months of maintenance and support as well as the continued operation of the software at the Center. In addition, the contract includes several enhancements that will result in the customization of BizStream to the Center's unique business. Specifically this will result in a more streamlined ability for Center reporting which includes those mandated by state law. The enhancements will also increase the centers ability to better manage the two unique populations and additional changes that will result in significant timesavings for staff at the Center.

The Division is required to report incidents as a part of the mandates of New Hampshire RSA 126-u, Limiting the Use of Child Restraint Practices in Schools and Treatment Facilities. The enhancements will allow the creation of custom forms for the Center that will streamline this process and custom reporting that will meet the needs of all necessary stakeholders. Other reporting requirements that will be enhanced by this capacity are the use of Performance Based Standards Reporting which the Division uses to prevent potential audits and litigation. Currently all these requirements are manually produced which are time consuming and subject to human error.

Currently there is no time effective method to separate the two populations for data reports used in budgeting and policy development. Because the needs and laws that govern both populations differ, quicker and better access to information can allow Department administrators and key stakeholders to better manage these populations. The enhancement will allow quick custom reporting based on the facilities needs with an ability to separate the two populations.

The enhancements will also provide significant timesavings for staff at the Center. They will allow the ability to sort and filter all activity logs and youth record data by the two populations. This will allow staff quick identification of which population they are currently serving so they know which rules, policies, and procedures apply.

If Governor and Executive Council should not approve this contract the Division would experience a variety of safety issues at the center. The Center would be forced to return to a combination of a paper-based system and the Bridges casework software application. Bridges was not designed for facility management. It is antiquated and not user friendly or intuitive. The cumbersome navigation and workflows make access to critical information slow and inefficient. The additional time spent on using these systems can result in an inability of staff to respond quickly to critical safety and security situations. Without the enhancements the facility would continue to be stymied by manual reporting systems that do not allow timely and accurate information to make key policy decisions. Center staff would not able to report on such critical areas as details of incident reports or population management with a quick ability to distinguish between the two populations. Finally the use of paper forms would continue to be barrier to staff time, printing costs, and file storage.

Excellency, Governor John H. Lynch
and the Honorable Executive Council
April 27, 2012
Page 3

This contract and the vendor's performance will be evaluated by representatives of the Division. The evaluation of the vendor's performance will be based on BizStream's ability to assist the Center in providing a secure, reliable, and user friendly information system that meets the business needs of the Center, and that technical support is responsive and supportive of the Center user base. Performance that does not meet this expectation may result in financial penalty as described and authorized in the P-37 agreement.

Area served: Statewide.

The source of funds is 100% Federal Department of Justice Funds.

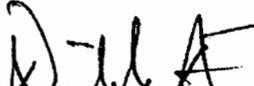
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved by:


Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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S. William Rogers
Commissioner

June 1, 2012

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

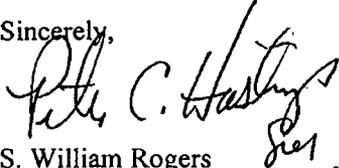
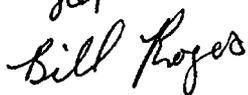
Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to contract with BizStream of Grand Rapids, MI, for continued use of the web-based residential management software, as described below and referenced as DoIT 2012-104.

This contract is for enhancements, support, maintenance, and system hosting for the BizStream residential management application at the John H. Sununu Youth Services Center. Staff at the center relies upon the web-based system for all aspects of resident case management, enhanced safety, and required federal reporting. The contract shall become effective upon Governor and Council approval through June 30, 2014. The amount of this contract is \$81,976.

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

Sincerely,


S. William Rogers


SWR/ltm
2012-104

cc: Patrick McGowen, DHHS
Leslie Mason, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT 2012-04
AGREEMENT- PART 1

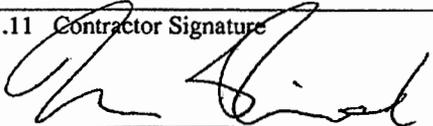
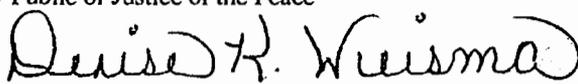
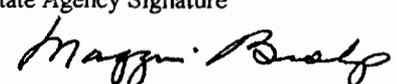
Subject: DHHS BIZSTREAM CONTRACT 2012-104

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name BizStream		1.4 Contractor Address 6101 Lake Michigan Drive, Building A, Suite 1600 Allendale, MI 49401	
1.5 Contractor Phone Number 626-648-2977	1.6 Account Number 10-041-2024 102-500221	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$81,976.00
1.9 Contracting Officer for State Agency Patrick McGowan		1.10 State Agency Telephone Number 603-271-4843	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory Mark Schmidt, President	
1.13 Acknowledgement: State of <u>Michigan</u> , County of <u>Ottawa</u> On <u>May 3 2012</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 <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">[Seal]</div>  </div>		DENISE K. WIERSMA Notary Public - State of Michigan County of Ottawa My Commission Expires November 29, 2015 Acting in the County of Ottawa	
1.13.2 Name and Title of Notary or Justice of the Peace Denise K. Wiersma			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Jeanne P. Herrick, Attorney</u> On: <u>1 June 2012</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.



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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: DHHS Division for Children, Youth & Families
Contract Number/Name: 2012-104 DHHS BizStream Contract
Contract Purpose: Operational Support Contract for BizStream which is a web-based residential management System currently being used by the John H. Sununu Youth Services Center. The Agreement includes 24 months of Maintenance and Support and Change Requests /Enhancements.
Name of Vendor: Biz Stream
Amount of Contract: \$81,976.00
Term of Contract: Date of Governor and Council Approval through June 30, 2014
Competitive Bid Process: (Explain if "No") No. The Sununu center is currently using BizStream. The Contract is sole-source because the vendor is the sole provider of Enhancements, support and maintenance for this web-based Software.
Background Information: In April 2011, DHHS released an RFP for the procurement of a resident management System for the John H. Sununu Youth Services Center. BizStream was awarded a minor Contract with funds to provide web-based Software until January 30, 2012. A continued subscription for maintenance and support meeting the definition of supplies found in RSA 21-I-11 was approved until June 30, 2012. DHHS now seeks this operational support Agreement that includes Maintenance, Support, Change Requests and Enhancements.
Special Concerns:
Amendment History (if applicable): N/A
Submitted By: Patrick McGowan
Phone: 271-4843

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the BizStream and agreed to by the State that describes at a minimum, the Specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A Contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or System
BizStream	The Contractor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Certification	The BizStream's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the BizStream has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Order	Formal Documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a BizStream, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section I.1)
Contract Managers	The persons identified by the State and the BizStream who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contractor	The BizStream whose proposal or quote was awarded the Contract

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	with the State and who is responsible for the Services and Deliverables of the Contract.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Software	Software developed by the BizStream Specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the BizStream during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - 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>Class C Deficiency – Software - 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>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the BizStream to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements

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	produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the BizStream's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a System or application for security purposes and the validation of those users
Implementation	The process for making the System fully Operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information Systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer System
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted BizStream as essential to work on the Project.
Non Exclusive Contract	A contract Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the BizStream to begin work on the Contract on a given date and time
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a

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	conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted BizStream's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality
Project Managers	The persons identified who shall function as the State's and the BizStream's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the BizStream on the Project
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of Reviewing Deliverables for Acceptance
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the Software as a part of their Service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed Agreement between the BizStream and the State specifying the level of Service that is expected of, and provided by, the BizStream during the term of the Contract.
Services	The work or labor to be performed by the BizStream on the Project as described in the Contract.
Software	The BizStream application including any Custom Software operated by BizStream under the Contract
Software Deliverables	Software and Enhancements
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The BizStream Software configured and Operational for the State.
Specifications	The written Specifications that set forth the requirements which include, without limitation, the BizStream 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.

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State	STATE is defined as: State of New Hampshire DEPARTMENT OF HEALTH AND HUMAN SERVICES 1056 North River Road Manchester, NH 03104 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the BizStream. The Contract Agreement SOW defines the results that the BizStream remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information related to this Project contained within BizStream application provided by the State of NH users , in addition to supporting information in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of Specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the BizStream, which is performing Services under this Contract under a separate Contract with or on behalf of the BizStream
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a BizStream, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of Specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the contracted vendor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with

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	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.
Verification	Supports the confirmation of authority to enter a computer System, application or network
Warranty Period	A period of coverage during which the BizStream is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the BizStream during the Warranty Period.
Work Hours	BizStream personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon Agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the BizStream either in paper or electronic format.

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CONTRACT AGREEMENT –PART 2

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Health and Human Services (“State”), and BizStream (BizStream #219839), a Limited Liability Corporation (LLC) of Allendale, MI, (“BizStream”), having its principal place of business at 6101 Lake Michigan Drive Building A, Suite 100, Allendale, MI 49401

RECITALS

The State desires to have BizStream provide Operational Support Services that include Enhancements and ongoing Software as a Service (SaaS) Maintenance and Support subscription to the BizStream application currently utilized by the Department of Health and Human Services Sununu Youth Center.

BizStream wishes to provide the State with Operational Support Services that include Enhancements and ongoing Software as a Service (SaaS) Maintenance and Support subscription to said application.

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 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit E-1 – Security and Infrastructure
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Project Requirements
 - Exhibit I- Work Plan
 - Exhibit J- Software License
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- BizStream Proposal, by reference
- D. Part 4 – DHHS Exhibits
 - Exhibit A – Scope of Services
 - Exhibit B – Method, Schedule, and Conditions Precent to Payment
 - Exhibit C – Special Provisions
 - Exhibit D – Certification Regarding Drug Free Workplace Requirements
 - Exhibit E – Certification Regarding Lobbying

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Exhibit F – Certification Regarding Debarment Suspension and Other Responsibility Matters

Exhibit G – Certification Regarding Americans with Disabilities Act Compliance

Exhibit H – Certification Regarding Environmental Tobacco Smoke

Exhibit I – HIPPA Business Associate Agreement

Exhibit J – Certification Regarding Federal Funding Accountability & Transparency Act (FFATA) Compliance

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- Part 1;
- b. State of New Hampshire, Department of Health and Human Services Contract 2012-104, Parts 2 – 4; and
- c. The BizStream's Proposal, dated February 20, 2012.

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through June 30, 2013.

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, Firm Fixed Price Contract

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

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

3. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the BizStream and State personnel. BizStream shall provide all necessary resources to perform its

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obligations under the Contract. BizStream shall be responsible for managing the Project to its successful completion.

3.1 The BizStream's Contract Manager

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

Mark Schmidt
6101 Lake Michigan Drive, Building A, Suite 1600
Allendale, MI 49401
Tel: 626-648-2977
Email: mschmidt@bizstream.com

3.2 The BizStream's Project Manager

3.2.1 Contract Project Manager

BizStream shall assign a Project Manager who meets the requirements of the Contract. BizStream's selection of the BizStream Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, Review of the proposed the BizStream Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the BizStream'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 BizStream Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the BizStream's representative for all administrative and management matters. BizStream's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. BizStream'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. BizStream's Project Manager must work diligently and use his/ her best efforts on the Project.

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

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

3.2.5 BizStream Project Manager is:
Tom Hughes
6101 Lake Michigan Drive, Building A, Suite 1600
Allendale, MI 49401
Tel: 626-648-2977
Email: thughes@bizstream.com

3.3 BizStream Key Project Staff

3.3.1 BizStream shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in Contract. The State may conduct reference and background checks on the BizStream Key Project Staff. The State reserves the right to require removal or reassignment of the BizStream's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 BizStream shall not change any the BizStream Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the BizStream Key Project Staff will not be unreasonably withheld. The replacement the BizStream Key Project Staff shall have comparable or greater skills than the BizStream Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in the Contract and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the BizStream in default and to pursue its remedies at law and in equity, if the BizStream fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the BizStream's replacement Project Staff.

3.3.3.1 BizStream Key Project Staff shall consist of the following individuals in the roles identified below:

BizStream's Key Project Staff:

Key Member(s)	Title	Time on Contract	Annual Salary	Billed To State
Cory Vanden Bout	Software Developer	12%	\$55,000	12%
Tom Hughes	Account Manager	.01%	\$25,000	0%

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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:

Patrick McGowan
Department of Health and Human Services
129 Pleasant Street, Concord, NH 03301
Tel: (603) 271-4843
Fax: (603) 271-7982
Email: patrick.mcgowan@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 contractors ;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Anastasiya Vanyukevych
Department Of Health And Human Services
129 Pleasant Street
Tel: (603) 271-7317
Email: anastasiya.vanyukevych@dhhs.state.nh.us

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the BizStream Project Manager and the BizStream Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 BizStream Responsibilities

BizStream 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.

BizStream may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. BizStream must submit all information and Documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the

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BizStream 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

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

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

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

5. SOFTWARE

5.1 SaaS Software and Documentation

BizStream shall provide the State with subscription Services and Documentation to the BizStream application set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

5.2 SaaS Support and Maintenance

5.3 BizStream shall provide the State with support and maintenance Services set forth in the Contract, and particularly described in. Exhibit G: *System Maintenance and Support*. Title

BizStream must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

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

7. SERVICES

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

7.1 Administrative Services

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

7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

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

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8. WORK PLAN DELIVERABLE

BizStream 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*. BizStream 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 the BizStream from liability to the State for damages resulting from the BizStream'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, the BizStream must immediately notify the State in writing, identifying the nature of the delay, i.e., Specific actions or inactions of the BizStream 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 the BizStream 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 the BizStream'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 BizStream's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

BizStream 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 the BizStream's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.

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All Change Order requests from the BizStream to the State, and the State Acceptance of the BizStream'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.

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10. INTELLECTUAL PROPERTY

Upon successful completion and/or termination of the Implementation of the Project, the BizStream shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the BizStream provided Software, and associated Documentation including any and all performance enhancing operational plans and the BizStream's special utilities.

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

10.1 State's Data

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

10.2 BizStream's Materials

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

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

10.3 Custom Software Source Code

BizStream shall retain the full-rights to any custom developed source code.

10.4 Survival

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

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11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, the BizStream 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*). BizStream 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 the BizStream's performance under the Contract.

11.2 State Confidential Information

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

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

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

11.3 BizStream Confidential Information

Insofar as the BizStream seeks to maintain the confidentiality of its confidential or proprietary information, the BizStream must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the BizStream considers the Software and Documentation to be Confidential Information. BizStream 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 the BizStream as

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confidential, the State shall notify the BizStream and specify the date the State will be releasing the requested information. At the request of the State, the BizStream shall cooperate and assist the State with the collection and Review of the BizStream's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the BizStream's sole responsibility and at the BizStream's sole expense. If the BizStream 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 the BizStream, without any liability to the BizStream.

11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the BizStream shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 BizStream

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

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to the BizStream's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2-Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

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

12.4 Survival

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

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13.1 Termination for Default

Any one or more of the following acts or omissions of the BizStream 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 the BizStream 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 the BizStream fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the BizStream 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 the BizStream 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 the BizStream during the period from the date of such notice until such time as the State determines that the BizStream has cured the Event of Default shall never be paid to the BizStream.
- c. Set off against any other obligations the State may owe to the BizStream 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 the BizStream shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

13.2 Termination for Convenience

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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 the BizStream. In the event of a termination for convenience, the State shall pay the BizStream 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, the BizStream 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 the BizStream 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 the BizStream, the State shall be entitled to pursue the same remedies against the BizStream as it could pursue in the event of a default of the Contract by the BizStream.

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

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the BizStream 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;

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 BizStream 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 BizStream shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the BizStream of any of its obligations under the Contract nor affect any remedies available to the State against the BizStream that may arise from any event of default of the provisions of the contract. The State shall consider the BizStream 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 the BizStream from assigning the Contract to the successor of all or substantially all of the assets or business of the BizStream provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the BizStream should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the BizStream, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the BizStream, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the BizStream, its successors or assigns.

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16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Tom Hughes	Anastasiya B Vanyukevych State Project Manager (PM)	5 Business Days
First	Mark Schmidt	Anastasiya B Vanyukevych Chris Tappan, Maggie Bishop State Project Management Team (PMT)	10 Business Days
Second	Mark Schmidt	Nicholas Toumpas DHHS Commissioner	15 Business Days

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

17. GENERAL PROVISIONS

17.1 Travel Expenses

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

The BizStream 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

Not applicable to this Contract.

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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 the BizStream 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 the BizStream 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"), the BizStream 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 other private and non-State use and that at no time shall the BizStream access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the BizStream 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 the BizStream 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 the BizStream. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment.
- e. That if the BizStream 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

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“internal Email Systems” or “State-funded Email Systems.” BizStream 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 Regulatory Government Approvals

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

18.10 Force Majeure

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

18.11 Insurance

18.11.1 BizStream Insurance Requirement

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

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

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Part 2-Section 11: Use of State’s Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.

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EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

BizStream shall provide the State with Operational Support Services that include Change Requests, Enhancements and an ongoing Software as a Service (SaaS) Maintenance and Support subscription to the BizStream application currently utilized by the Department of Health and Human Services Sununu Youth Center, which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

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

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Enhancement Implementation Schedule – Activities / Deliverables / Milestones

	Activity/Deliverable or Milestone	Item	Deliverable Type	Projected Dates
1	Project Approval/Down Payment	-	Non-Software	Week 0
	Phase 1			
2	Kickoff Meeting Review Requirements/Gather Final Requirements	A	Non-Software	Week 1 - Week 2
3	Design Docs/Requirements Mock-ups	A	Written	Week 1 - Week 2
4	Develop "A" (Defined in "Reference Item" below)	A	Software	Week 2 - Week 6
5	Deploy to Beta "A"	A	Non-Software	Week 6
6	Client Testing	A	Non-Software	Week 6 - Week 8
8	Conditional State Acceptance	A	Written	
	Phase 2			
9	Review Requirements/Gather Final	B & C	Non-Software	Week 6 - Week 7
10	Design Docs/Requirements Mock-ups	B & C	Written	Week 7 - Week 8
11	Develop "B&C" (Defined in "Reference Item" below)	B & C	Software	Week 8 - Week 15
12	Deploy to Beta "B&C"	B & C	Non-Software	Week 15
13	Client Testing	B & C	Non-Software	Week 15 - Week 17
14	Conditional State Acceptance	B & C	Written	
15	Final Client Testing	A, B & C	Non-Software	Week 18 - Week 19
16	Conditional State Acceptance	A, B & C	Written	
17	Roll out to Live	A, B & C	Non-Software	Week 19
18	Warranty Period	A, B & C	Non-Software	

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CONTRACT DELIVERABLES

19	Final State Acceptance	A, B & C	Written	
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Reference Item	BizStream Effort
Item A NWH-2012-003	6 weeks
Item B NWH-2012-003 Forms for Facility	2 weeks
Item C NWH-2012-003 Custom Reports	6 weeks
Total Estimated Design/Development	14 weeks

2.2 SAAS Subscription Deliverables

	Deliverables	Deliverable Type	Dates
1	BizStream SaaS Subscription	Software	Year 1
2	BizStream SaaS Subscription	Software	Year 2

3. TRAINING DELIVERABLES

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

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CONTRACT 2012-104 PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$81,976.00 for the period between the Effective Date through June 30, 2014. BizStream shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow BizStream to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

1.1.1 Change Request and Enhancement Implementation Payments

Activity, Deliverable or Milestone	Item	Deliverable Type	Projected Dates	Payment Amount	
1	Project Approval/Down Payment	-	Non-Software	Week 0	\$5,950, net 30 days
Phase 1					
2	Kickoff Meeting Review Requirements/Gather Final Requirements	A	Non-Software	Week 1 - Week 2	
3	Design Docs/Requirements Mock-ups	A	Written	Week 1 - Week 2	
4	Develop "A" (Defined in "Reference Item" below)	A	Software	Week 2 - Week 6	
5	Deploy to Beta "A"	A	Non-Software	Week 6	
6	Client Testing	A	Non-Software	Week 6 - Week 8	
8	Conditional State Acceptance	A	Written		\$5,950, net 30 days
Phase 2					
9	Review Requirements/Gather Final	B & C	Non-Software	Week 6 - Week 7	
10	Design Docs/Requirements Mock-ups	B & C	Written	Week 7 - Week 8	
11	Develop "B&C" (Defined in "Reference Item" below)	B & C	Software	Week 8 - Week 15	
12	Deploy to Beta "B&C"	B & C	Non-Software	Week 15	
13	Client Testing	B & C	Non-Software	Week 15 - Week 17	
14	Conditional State Acceptance	B & C	Written		\$5,950, net 30 days
15	Final Client Testing	A, B & C	Non-Software	Week 18 - Week 19	
16	Conditional State Acceptance	A, B & C	Written		
17	Roll out to Live	A, B & C	Non-Software	Week 19	
18	Warranty Period	A, B & C	Non-Software		
19	Final State Acceptance	A, B & C	Written		\$5,950, net 30 days
				Enhancement Total	\$23,800

Reference Item	BizStream Effort
Item A NWH-2012-003	6 weeks
Item B NWH-2012-003 Forms for Facility	2 weeks
Item C NWH-2012-003 Custom Reports	6 weeks
Total Estimated Design/Development	14 weeks

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1.1.2 SAAS Subscription Payments

	Deliverable	Deliverable Type	Dates	Payment Amount
1	BizStream SaaS Subscription	Software	Year 1	\$29,088.00
2	BizStream SaaS Subscription	Software	Year 2	\$29,088.00

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$81,976.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to BizStream for all fees and expenses, of whatever nature, incurred by BizStream 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

BizStream 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. BizStream 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. Reasonable efforts shall be made by the State to submit payment for invoices to BizStream within 30 calendar days of the receipt of invoices.

Invoices shall be sent to:
Department of Health and Human Services
Attn: Brenda Courchaiane
1056 North River Road
Manchester, NH 03104

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Tom Hughes
6101 Lake Michigan Drive, Building A, Suite 1600
Allendale, MI 49401

5. OVERPAYMENTS TO BIZSTREAM

BizStream 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 BizStream's invoices with appropriate information attached.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

7. PROJECT HOLDBACK

The State shall withhold 25% of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

8. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

This Contract is funded with funds from CFDA #16.540, Federal Agency: Office of Juvenile Justice and Delinquency Prevention, Juvenile Accountability Block Grant.

9. KEY PERSONNEL COSTS

Key Member(s)	Title	Time on Contract	Billed To State	Annual Salary
Cory Vanden Bout	Software Developer	12%	\$55,000	12%
Tom Hughes	Account Manager	.01%	\$25,000	0%

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EXHIBIT C
SPECIAL PROVISIONS

1. Special Provisions

There are no Special provisions

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

Notice

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

TO BIZSTREAM:

Tom Hughes
6101 Lake Michigan Dr
BLDG A, STE 1600
Allendale, MI 49401
1-877-692-4978

TO STATE:

Anastasiya Vanyukevych
Department of Health and Human Services
1056 North River Road
Manchester, NH 03104
Tel: (603) 625-5471

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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.

BizStream's 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 BizStream Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Requirements Meetings:** BizStream will hold requirements gathering meetings to validate all changes to be performed with this contract.
- c. **Status Meetings:** Participants will include, at the minimum, the BizStream 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 BizStream shall serve as the basis for discussion.
- d. **The Work Plan:** must be Reviewed at each Status Meeting and updated, at minimum, on a weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a Special meeting with State leaders or Project stakeholders to address Specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from BizStream 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 BizStream 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 BizStream's responsibility.

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

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ADMINISTRATIVE SERVICES

As reasonably requested by the State, BizStream shall provide the State with information or reports regarding the Project. BizStream shall prepare Special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

BizStream shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, BizStream shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

BizStream 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*.

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

4. ACCOUNTING REQUIREMENTS

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

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EXHIBIT D
ADMINISTRATIVE SERVICES

5. WORK HOURS

State personnel shall be available to BizStream during 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.

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EXHIBIT E
IMPLEMENTATION SERVICES

BizStream shall provide the State with the following Services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. BizStream shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.
- B. BizStream and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. BizStream team will provide training templates as defined in the Training Plan, which will be customized to address the State's Specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. BizStream shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new System. A focus on technology transition shall be deemed a priority.
- F. BizStream shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project Staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- G. BizStream shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

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

1.2.1 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.

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IMPLEMENTATION SERVICES

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

1.2.2 Change Management and Training

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

2. IMPLEMENTATION METHODOLOGY

BizStream Project Team shall provide the consulting Services for the Contract. Its approach includes but is not limited to the following:

<u>State</u>	<u>BizStream</u>
User Acceptance Test	Modify application with new and changed requirements as outlined in this document.
Conduct training DJJS staff	Unit Test
	Conduct 'Train the trainer' sessions
	Deploy changed application

2.1 Hosted Server Access

Not Applicable as this is modifications to the existing hosted application.

2.2 Network Services

Not Applicable.

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE

1. SECURITY

BizStream shall 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 provided based on the security requirements defined in the Agreement. BizStream 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.

The System will employ state-of-the-art electronic security to prevent unauthorized access to confidential data and documents. BizStream will be responsible for all aspects of the Project as defined in the Statement of Work. These Services could include but are not limited to:

- Physical Security Assessment of the Data Center;
- Application Security Assessment;
- Database Security Assessment;
- Wireless Security Assessment;
- Security Policy and Procedure Assessment; AND
- HIPAA Compliance.

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

2. SECURITY DESIGN AND ARCHITECTURAL FEATURES

2.1. At a minimum, BizStream must:

- 2.1.1. Ensure that users and any interfacing applications are identified and that their identities are properly verified;
- 2.1.2. Ensure that users and client applications can only access Data and Services for which they have been properly authorized;
- 2.1.3. Ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application;
- 2.1.4. Ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion;
- 2.1.5. Ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions;
- 2.1.6. Ensure the detection, recording and Review of attempted access or modification by unauthorized individuals;
- 2.1.7. Ensure that confidential Data and sensitive communications are kept private.
- 2.1.8. Ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
- 2.1.9. Conduct to load and stress test Software to determine its ability to withstand Denial of Service (DoS) attacks;
- 2.1.10. Employ a patch schedule to protect the System from new security vulnerabilities as they arise;

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- 2.1.11. Have the ability to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, operating system Services, etc.) thereby reducing the System's security vulnerabilities and attack surfaces available to System hackers and attackers;
- 2.1.12. The application shall not store authentication credentials or sensitive Data in its code.

2.2. For usernames and passwords, BizStream shall:

- 2.2.1. Enforce complex passwords of ten characters or more. in accordance with DoIT's statewide User Account and Password Policy (Currently passwords must contain a combination of upper and lower case characters and at least one number or Special character not defined as letters or numerals such as @,&,!);
- 2.2.2. Enforce unique user names;
- 2.2.3. Encrypt passwords in transmission and at rest within the database;
- 2.2.4. Expire passwords after a definite period of time
- 2.2.5. Have the ability to limit the number of people that can grant or change authorizations;
- 2.2.6. Have the ability to enforce session timeouts during periods of inactivity.
- 2.2.7. Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten
(http://www.owasp.org/index.php/OWASP_Top_Ten_Project);
- 2.2.8. Detect and record all attempted accesses that fail identification, authentication and authorization requirements;
- 2.2.9. Log all activities to prevent parties to application transactions from denying that they have taken place;
- 2.2.10. Allow a user to explicitly terminate a session. No remnants of the prior session should then remain;
- 2.2.11. The application shall NOT display explicit error and exception handling when not executing as designed in the production environment;

2.3. Numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information Systems. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

3. ACCESS AND COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the BizStream with access to all program files, libraries, personal computer-based Systems, Software packages, network Systems, security Systems, and hardware as required to complete the contracted Services.

4. EMERGENCY AND DISASTER RECOVERY

The BizStream software is hosted and State Data is stored by the Third party Trivalent Group, 3145 Prairie St, Grandville, MI 49418. BizStream shall assure that all data is replicated and store seperately in two different data centers. If failure of the primary hosting environment should occur, the secondary

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environment would take over. A brief interruption in Service may occur. Hosting servers, data base servers, DNS Services, disc, and Internet Access are all replicated to ensure no single points of failure.

In the event of an emergency, as determined by the State of New Hampshire, BizStream shall provide the State of New Hampshire's data in a standard format on appropriate media.

In the event of an emergency and BizStream ceases operations, either voluntarily or involuntarily, or files a petition for liquidation pursuant to Chapter 7 of the United States Bankruptcy Code, the State of New Hampshire may present a copy of this Agreement to Trivalent Group, or such third party as is then hosting BizStream's Software and State of New Hampshire data, and may, without further approval from BizStream, obtain a copy of the Software source code and a copy of the data in an industry standard format compatible with the Software. The State of New Hampshire shall be responsible for all costs charged by Trivalent Group, or such third party as is then hosting BizStream's Software source code and State of New Hampshire's data, incurred in providing a copy of the Software and the data pursuant to this agreement.

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EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

BizStream shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. BizStream will also provide training as necessary to the State staff responsible for test activities. BizStream 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, BizStream 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. BizStream shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

BizStream shall provide the State with an overall Test Plan that will guide all testing. BizStream 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 BizStream's Project Manager's Certification, in writing, that BizStream's own staff has successfully executed all prerequisite BizStream 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 5 business days of receiving Certification from BizStream 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 BizStream's development environment. BizStream must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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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.

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

1.2 Unit Testing

In Unit Testing, BizStream 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.

BizStream developer, who is responsible for a Specific unit of work, will be responsible for conducting the unit testing of their modules.

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

1.3 System Integration Testing

The new System is Beta tested in a production-like environment. Beta Testing validates the integration between the individual unit application module changes and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Beta Test is performed in a test environment.

It includes all key business processes being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

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

1.4 Conversion Validation Testing

Not Applicable.

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.

BizStream's Project Manager must certify in writing, that the BizStream's own staff has successfully executed all prerequisite BizStream testing, along with reporting the actual testing results prior to the start of any testing executed by State staff. As a Deliverable the BizStream's Project Manager must share all testing results with the State Project Team.

The State shall be presented with all testing results, as well as written Certification that BizStream has successfully completed the prerequisite tests (including all standard applications), meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from BizStream 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.

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

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

1.7 Performance Tuning and Stress Testing

BizStream shall develop and document hardware and Software configuration and tuning of BizStream 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

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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 a System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

Tuning will be BizStream 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.

1.7.4 Implementing Performance and Stress Test

Performance and Stress test tools used by the State of New Hampshire are Tivoli ITM and ITCAM and CA Spectrum. BizStream is open to use any open source product with the approval of State Team. Consideration must be given to licensing with respect to continued use for regression testing if tools, other than those which we are licensed for, are being recommended for this part of the project.

1.7.5 Scheduling Performance and Stress Testing

Not applicable.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the BizStream of the nature of the testing failure in writing. BizStream 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.) BizStream shall notify the State no later than five (5) business days from the BizStream's receipt of written notice of the test failure when BizStream expects the corrections to be completed and ready for retesting by the State. BizStream 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 BizStream based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

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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.) BizStream 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.

e.) BizStream 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, BizStream 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, BizStream 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

Not Applicable as this Contract is for modifications to an existing hosted System.

1.10 Successful UAT Completion

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

1.11 System Acceptance

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

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MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

BizStream shall maintain and support the System in all material respects as described in the applicable program Documentation.

1.1 BizStream's Responsibility

BizStream shall maintain the Application System in accordance with the Contract 24 hours a day, 7 days a week. The System shall be available to State users in accordance with the specification in Exhibit H: Project Requirements.

1.1.1 Maintenance Releases

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

1.2 Server Maintenance

When possible, BizStream shall conduct all server maintenance during hours when utilization is the lowest.

2. SYSTEM SUPPORT

2.1 BizStream's Responsibility

BizStream will be responsible for performing Software support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

a. Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, BizStream shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (2) hours of request;

b. Class B & C Deficiencies

The State shall notify BizStream of such Deficiencies during regular business hours and BizStream shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

BizStream agrees to maintain, repair, and correct Deficiencies in the System in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or deficient Software and Documentation.

3.1 Maintain the System in accordance with the Specifications and Terms of the Contract

3.2 BizStream shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

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- 3.3 BizStream shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- 3.4 BizStream shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.5 For all maintenance Services calls, BizStream 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
- 3.6 BizStream 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.
- 3.7 If BizStream fails to correct a Deficiency within the allotted period of time stated above, BizStream shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return BizStream's product and receive a refund for all amounts paid to BizStream, including but not limited to, applicable license fees, within ninety (90) days of notification to BizStream of the State's refund request
- 3.8 If BizStream fails to correct a Deficiency within the allotted period of time Stated above, BizStream shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare BizStream in default, terminate the Contract and pursue its remedies shall remain in effect for the term of the Contract, including any extensions.

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EXHIBIT H
PROJECT REQUIREMENTS

REQ #	REQUIREMENTS
General Requirements	
G-1	BizStream shall participate in an initial kick-off meeting to initiate the Project.
G-2	BizStream shall provide Project Staff as specified in the Contract.
G-3	BizStream shall submit a preliminary Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.
G-4	BizStream will provide at a minimum bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the Project Documentation.
G-6	BizStream shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the BizStream on such copies.
TECHNICAL REQUIREMENTS	
T-1	Web-based compatible and in conformance with the following W3C standards: 6 XHTML 1.0 7 CSS 2.1 8 XML 1.0 (fourth edition)
T-2	MS SQL Server Database/ORACLE Database
T-3	GUI Interface Technologies
T-4	Windows XP
SECURITY REQUIREMENTS	
S-1	Verify the identity or authenticate all of its client applications before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.
S-2	Verify the identity or authenticate all of its human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.
S-3	Enforce unique user names.
S-4	Enforce complex passwords of ten characters or more. in accordance with DoIT's statewide User Account and Password Policy (Currently passwords must contain a combination of upper and lower case characters and at least one number or special character not defined as letters or numerals such as @,&,!)
S-5	Encrypt passwords in transmission and at rest within the database.
S-6	Expire passwords after a definite period of time
S-7	Ability to limit the number of people that can grant or change authorizations
S-8	Ability to enforce session timeouts during periods of inactivity.
S-9	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)
S-10	The application shall not store authentication credentials or sensitive Data in its code.
S-11	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.
S-12	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.
S-13	The application must allow a user to explicitly terminate a session. No remnants of the prior session

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	should then remain.
S-14	The application shall NOT display explicit error and exception handling when not executing as designed in the production environment
S-15	Keep any sensitive Data or communications private from unauthorized individuals and programs.
S-16	Subsequent application enhancements or upgrades shall not remove or degrade security requirements
OPERATING ENVIRONMENT REQUIREMENTS	
H-1	BizStream shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via Internet Browser
H-1.a	At the State's option, authorized third parties must be allowed limited access by BizStream to certain levels of the State's system through the VPN or through a separate network connection that meets BizStream's specifications.
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption. The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.
H-2.a	BizStream will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of BizStream, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside BizStream's firewall or any issues that are the responsibility of the State Internet Service Provider. .
H-3	BizStream 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.
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55% with maximum dew point of 62 °F.
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.
H-7	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.
H-8	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.
H-11	BizStream must monitor the application and all servers.
H-12	BizStream shall manage the databases and services on all servers located at BizStream's facility.
H-13	BizStream shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.
H-14	BizStream shall monitor System, security, and application logs.
H-15	BizStream shall manage the sharing of data resources.
H-16	BizStream shall manage daily backups, off-site data storage, and restore operations.
H-17	BizStream shall monitor physical hardware.

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PROJECT REQUIREMENTS

H-18	BizStream shall immediately report any breach in security to the State of New Hampshire.
OPERATING ENVIRONMENT REQUIREMENTS DISASTER RECOVERY	
H-19	BizStream shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.
H-20	BizStream 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.
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.
H-22	BizStream shall adhere to a defined and documented back-up schedule and procedure.
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.
H-24	Scheduled backups of all servers must be completed regularly The minimum acceptable frequency is differential backup daily, and complete backup weekly
H-25	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.
H-26	If the State Data contains personally identifiable information, the Data must be encrypted on the back-up tape.
H-27	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, BizStream 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.
OPERATING ENVIRONMENT REQUIREMENTS NETWORK ARCHITECTURE	
H-28	BizStream must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this contract, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window. Transaction performance must be maintained at an average of 3 seconds per transaction (when run from BizStream's site). BizStream will not be responsible for and performance delays caused by State equipment or infrastructure.
H-29	BizStream 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.
H-30	Where redundant connections are not provided, then the Internet BizStream who provides the Internet service to BizStream 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.
H-31	BizStream' network architecture must include redundancy of routers and switches in the Data Center.
H-32	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, BizStream shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).
OPERATING ENVIRONMENT REQUIREMENTS SECURITY	
H-33	BizStream shall employ security measures ensure that the State's application and data is protected.
H-34	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.
H-35	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.
H-36	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's

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	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.
H-37	In the development or maintenance of any code, BizStream 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.
H-38	BizStream shall notify the State's Project Manager of any security breaches within two (2) hours of the time that BizStream learns of their occurrence.
H-39	BizStream shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of BizStream' hosting infrastructure and/or the application.
H-40	BizStream 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.
H-41	BizStream shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of BizStream' hosting infrastructure and/or the application upon request.
H-42	BizStream shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of BizStream website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.
OPERATING ENVIRONMENT REQUIREMENTS SERVICE LEVEL AGREEMENT	
H-43	BizStream's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
H-44	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
H-45	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.
H-46	The State shall have unlimited access, via phone or Email, to BizStream technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;
H-47	BizStream response time for support shall conform to the specific deficiency class as described in Exhibit G.
H-48	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
H-49	BizStream will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.
H-50	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.
H-51	BizStream 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.
H-52	BizStream shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window
H-53	If BizStream is unable to meet the 99.9% uptime requirement, BizStream 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.
H-54	BizStream shall use a change management policy for notification and tracking of change requests as well as critical outages.
H-55	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.
H-56	All hardware and software components of BizStream 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.
H-57	BizStream shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following:

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	<ul style="list-style-type: none"> o Server up-time o All change requests implemented, including operating system patches o All critical outages reported including actual issue and resolution o Number of deficiencies reported by class with initial response time as well as time to close.
H-58	BizStream shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.
FUNCTIONAL REQUIREMENTS	
F-1	Web-based software solution to enable the facility to go "paperless."
F-2	The security must be robust and maintain the confidentiality of our residents.
F-3	The Division shall maintain exclusive rights to any and all Division data. Further, if the Division and selected BizStream terminate their contract then the Division will be given any and all data entered by the Division in a suitable medium.
F-4	Familiar browser user interface.
F-5	User defined menus.
F-6	User customizable pull down data fields
F-7	Intuitive navigation.
F-8	Automatic off-site data backups.
F-9	User generated custom form generator.
F-10	Events calendar.
F-11	Shared document storage (Document Manager).
F-12	Custom form generator.
F-13	Ability to add attachments.
F-14	Supports signature pads.
F-15	Alert other based on events.
F-16	At least 128 bit data encryption.
F-17	Authorized user access only.
F-18	Administrator defined security groups.
F-19	Current group's/user's permission setting matrix.
F-20	Password protected.
F-21	Password strength indicator.
F-22	Forced password change option available.
F-23	Complete audit trail.
F-24	<p>Various types of data pertaining to a juvenile are visually organized into a "Juvenile Data Complex" or dashboard, a single-screen interface within which the user can rapidly find and display the respective groupings of available data.</p> <p>Examples of desired tabs-panels (or equivalent) within the Juvenile Data Complex: Physical Description, Associated Parties, Court Cases, Assessments, Chrono Notes, Documents</p>
F-25	<p>Search for a juvenile by name fragment, returning a list of the full names of all people for whom a search-term match was found.</p> <p>Name searches must utilize Soundex or equivalent.</p>
F-26	<p>Search for a juvenile by one of several ID number types, returning a list of the full names of all people for whom a search-term match was found.</p> <p>The user specifies the type of number being used.</p>
F-27	<p>A new "Juvenile Data Complex" cannot be created without first conducting a name or ID number search to determine whether that person is already in the database.</p> <p>The "Add New" button (or equivalent mechanism) is not available until a search has been performed.</p>
F-28	Efficient intake (less than 10 minutes).
F-29	Intake completion reminder.

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F-30	Personal possession log.
F-31	Gang affiliation.
F-32	Case log (real time history).
F-33	Case manager current case load overview.
F-34	Case notes (real time history).
F-35	Case plan.
F-36	Medical history.
F-37	Medical alerts.
F-38	Medication tracking.
F-39	Events calendar.
F-40	Shared document storage (Document Manager).
F-41	Custom form generator.
F-42	Ability to add attachments.
F-43	Supports signature pads.
F-44	Alert other based on events.
F-45	At least 128 bit data encryption.
F-46	Authorized user access only.
F-47	Incident reports (real time history with alerts).
F-48	Progress reports.
F-49	Enter, edit, or view physical description data for a juvenile. Example data elements: Height, Weight, Eye Color, Hair Color, Race, Identifying Marks.
F-50	Display a digital photograph of the juvenile. Assumes a means of importing a digital image file from an external source
F-51	View previous (i.e., not currently displayed) digital photos of the juvenile.
F-52	Maintain multiple names for the same individual, with one designated as the primary name. Name searches must search all names – primary and alternate/alias.
F-53	Maintain multiple identification numbers for the juvenile, each labeled with the type of number. Example number types: system's unique ID, SSN, driver's license.
F-54	Maintain multiple addresses for the juvenile. Start Date for each allows chronological history of residence.
F-55	Enter, edit, or view information pertaining to an Associated Party of the juvenile. Example data elements: Name, Address, Relationship Type, Approved Visitor? (Y/N), Incident Contact? (Y/N).
F-56	Display a list of the Associated Parties for the juvenile. Used to select a particular Associated Party of interest and display its detail record.
F-57	Enter, edit, or view data pertaining to a Juvenile Court Case and its charges. Example data elements: Court, Criminal Charge, Docket #, Date, JPPO, Attorney, GAL.
F-58	Display a list of a juvenile's Court Cases, including all Charges filed and all associated court actions. Desired: Charges and court actions are listed under each Case; the user does not have to open a Case detail record to see these.
F-59	Enter, edit, or view information pertaining to an instrument-based behavioral and health Assessment administered to the juvenile at admission. Example data elements: Assessment Type, Assessment Date, Staff Member Administering, Results, Comments.
F-60	Display a list of Assessments for the juvenile. Used to select a particular Assessment of interest and display its detail record. Desired columns include: Assessment Type, Assessment Date.
F-61	Display a previously completed questionnaires.
F-62	Create, Edit, or view a Chrono Note pertaining to a juvenile. A "chrono note" is a dated textual comment specific to an individual juvenile. Example data elements: Date, Time, Staff Member (author), Topic Category.
F-63	Display a list of Chrono Notes for a juvenile. Used to select a particular Chrono of interest and display its detail record. Desired filter criteria include: Juvenile, Staff Member (author), Topic Category, date range. Text searching is desired.

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F-64	<p>Display a list of electronic document files pertaining to the juvenile.</p> <p>Used to select a particular document of interest and launch it for on-screen viewing.</p> <p>These documents – MS Word documents, imaged document files, etc. – will likely reside on a separate file server. Desired: The contents of a juvenile’s directory on that server are listed as hyperlinks within the corrections application’s interface.</p>
F-65	<p>Display a filterable list (“roster”) of juveniles currently residing in the Juvenile Detention Center.</p> <p>Desirable columns include: Name, Residence Unit, Room, Risk Status Indicator(s), Restraint/Seclusion Indicator, Next Appointment (Type, Date, Time).</p>
F-66	<p>Change a juvenile’s Residence Unit.</p> <p>Data elements: Residence Unit, Start Date.</p> <p>Superseded Residence Unit assignments must be retained in the database.</p>
F-67	<p>Enter or change a juvenile’s Room assignment within a Residence Unit.</p> <p>Desired: When the JDC or CHS roster is filtered by Residence Unit, Room Number appears in the juvenile’s row as a hyperlink. Clicking the link displays a means for entering a different Room Number. Data elements: Room Number, Start Date.</p> <p>Superseded Room assignments must be retained in the database.</p>
F-68	<p>Update a resident’s Risk Status for a Risk Type.</p> <p>Examples of Risk Types: Suicide Risk, Run Risk (Home School only), Medical Risk. Each Risk Type is set independently.</p> <p>Desired: When a juvenile is placed on risk status, an indicator appears in that person’s row on the roster.</p> <p>A history of Risk Statuses must be maintained; instances of status change must be stored, with a date/time for each change.</p>
F-69	<p>Add a juvenile to the waiting list for a specified treatment or consequence program; remove a person from a waiting list.</p> <p>Waiting lists are currently maintained for two destinations – the County Home School and the “Beta” short-term consequence program housed at JDC. Other waiting lists may be needed in the future.</p>
F-70	<p>Display a list of the juveniles who are currently awaiting available space in a specified treatment or consequence program. Juveniles on the waiting list are ranked only by the date they were placed on the list.</p>
F-71	<p>Record the performance of a Well-Being Check on detainee. A visual well-being check must be performed every 15 minutes for all residents who are in their rooms at that time. Residents on Suicide Watch status must be checked every 5 minutes. Due to the frequency of checks, it is highly desirable to have a simple “one-click” method to record the necessary data: Juvenile, Staff Member, Date, and Time.</p>
F-72	<p>Display a list of Well-Being Checks that have been performed. Desired filter criteria include: Juvenile, Staff Member, Check Type (Routine or Suicide Watch), and date/time range. Desired: A mechanism for filtering the list to show only well-being checks not performed within mandated parameters, e.g., recorded late, not recorded</p>
F-73	<p>Enter, edit, or view information pertaining to an Incident involving one or more juveniles. Must be able to associate more than one juvenile with a single Incident; also more than one Staff Member, each with</p>

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	their own incident description narrative.
F-74	Display a list of Incident records. Used to select a particular Incident of interest and display its detail record. Desired filter criteria include but are not limited to: Incident Type, Juvenile, Staff Member, date range.
F-75	Enter, edit, or view data pertaining to a Consequence – i.e., an instance of a juvenile being placed in residence room confinement, off-unit seclusion, or restraint. Example data elements: Consequence Type, Start Date/Time, Duration of Consequence (“Sentence,” in hours), cross-reference to Incident Report (if any).
F-76	Display a list of Consequence records. Used to select a particular Consequence of interest and display its detail record. Desired filter criteria include: Juvenile, Residence Unit, Consequence Type, date range.
F-77	Alert appropriate users when a Consequence sentence is near expiration.
F-78	Create, update, or view a record of required Daily Activities allowed a juvenile who has been placed in residence room confinement or off-unit seclusion. The set of required Activities is a short, fixed list – e.g., Shower, Telephone Call, Large-Muscle Exercise.
F-79	Enter, edit, or view data pertaining to a visits/telephone calls/mail received by a juvenile. Example data elements: Visitor Name (an Associated Party), Date, Start Time, Visit Reason.
F-80	Display a list of visits/telephone calls/mail made to residents. Used to select a particular Visit of interest and display its detail record. Desired filter criteria include: Juvenile, Residence Unit, Visitor Name, date range.
F-81	Enter, edit, or view information pertaining to a medical, dental, or psychiatric Examination or Treatment of a juvenile. Example data elements: Juvenile, Exam/Treatment Type, Date, Practitioner Name, Comments.
F-82	Display a list of Treatment Goals for a given juvenile, showing the progress status information for each goal. Used to select a particular Treatment Goal & Progress record for updating. When printed, serves as a Progress Report on the juvenile.

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BizStream's Project Manager and the State Project manager shall finalize the Work Plan within 10 business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with BizStream's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of BizStream and State Project Managers.

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

In conjunction with BizStream's Project Management methodology, which shall be used to manage the Project's life cycle, the BizStream team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and BizStream team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with BizStream's Work Plan and shall utilize BizStream 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.
- BizStream shall provide a separate escrow Agreement for the application.
- BizStream shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- BizStream Team shall perform this Project at State facilities at no cost to BizStream.
- BizStream Team may perform that work at a facility other than that furnished by the State, when practical, at their expense.
- BizStream Team shall honor all holidays observed by BizStream or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the BizStream Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or Software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the BizStream Team and shall be available when the Project begins.

C. Project Management

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

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- The State shall provide the 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. BizStream's 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 BizStream 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.
- BizStream assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

The hosting site must have:

- Redundant internet connections;
- Firewalls;
- Air Condition;
- Raised floor;
- Fire suppression;
- UPS;
- Generator;
- System response time expectation at the source of typically 3 seconds or less with the exception of reporting; and
- State of NH Staff accessibility for data access and maintenance.

E. Conversions

- Not Applicable

F. Project Schedule

- Deployment is planned to begin on Item A within 6 weeks and Item B&C within 15 weeks and with a planned go-live date of 19 weeks from the beginning of the contract.

G. Reporting

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

H. User Training and Change Management

- BizStream Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

I. Performance and Security Testing

- BizStream 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.

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- The State shall work with BizStream on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. BizStream Team Roles and Responsibilities

1) BizStream Team Project Executive

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

2) BizStream Team Project Manager

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

3) BizStream Team – Project Requirements

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;

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- 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.

4) **BizStream Team - Tasks**

BizStream 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.

1) **State Project Manager**

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

- Plan and conduct a kick-off meeting with assistance from the BizStream team;
- Assist the BizStream 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 (If any) 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 BizStream Project Manager of any urgent issues if and when they arise; and

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- Assist the BizStream 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;
- Assist in performing conversion and integration testing and data Verification;
- Attend Project meetings when requested;
- Assist in training end users in the use of the BizStream Software Solution and the business processes the Application supports.

3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the project;
- Assist the State and BizStream Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan; and
- Represent the technical efforts of the State at weekly Project meetings.

4) State Application DBA (DoIT)

- Not applicable to this contract.

5) State Network Administrator (DoIT)

- Not applicable to this contract.

6) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of System, integration, performance, and Acceptance test plans;
- Coordinating System, integration, performance, and Acceptance tests;
- Chairing test Review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;

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- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

Not Applicable to this Contract.

4. CONVERSIONS

Not Applicable to this Contract.

5. INTERFACES

Not Applicable to this Contract.

6. APPLICATION MODIFICATION

To more fully address the State's requirements, the BizStream Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

7. PRELIMINARY WORK PLAN

Table 7.1: Modifications – BizStream Developed

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract. The final Work plan shall be provided by BizStream within 10 business days of Governor and Council approval.

Requirement	Components, if applicable	Enhancement Description
<p>Search and filter by location and status. The functionality will be incorporated into all widgets, logs, reports, and calendars allowing staff and administrators to quickly sort and count the populations.</p>		<p>The search and filter Enhancements will greatly improve data collection and reporting on our two distinct populations, e.g, Committed and Detained.</p> <p>The search and filter by location and status will be incorporated into all widgets, logs, reports, and calendars allowing staff and administrators to quickly sort and count the populations.</p>

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Requirement	Components, if applicable	Enhancement Description
		This Enhancement will allow forms that are created for Special use at SYSC to have their data fields directly incorporated into the backend database tables. This will allow custom reporting based on our unique data collection forms.
		This Enhancement will allow the ability to create forms for the facility.

Table 7.2: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
Kickoff Meeting Review Requirements/Gather Final Requirements	1 Week	Week 1	Week 2
Design Docs/Requirements Mock-ups	1 Week	Week 1	Week 2
Develop "A"	4 Weeks	Week 2	Week 6
Deploy to Beta "A"	1 Week	Week 6	Week 6
Client Testing/Acceptance	2 Weeks	Week 6	Week 8
Review Requirements/Gather Final	1 Week	Week 6	Week 7
Design Docs/Requirements Mock-ups	1 Week	Week 7	Week 8
Develop "B&C"	7 Weeks	Week 8	Week 15
Deploy to Beta "B&C"	1 Week	Week 15	Week 15
Client Testing/Acceptance	2 Weeks	Week 15	Week 17
Final Client Testing/Acceptance	1 Week	Week 18	Week 19
Roll out to Live	1 Week	Week 19	Week 19

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2012-002- PART 3
EXHIBIT J
SOFTWARE LICENSE

Exhibit J is not applicable to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2012-002-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Services

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

1.2 Software

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

1.3 Non-Infringement

BizStream 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.

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

1.6 Services

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2012-002-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1.7 Personnel

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

2. WARRANTY SERVICES

BizStream agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. 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;
- c. BizStream shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, BizStream 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.
- g. BizStream must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by BizStream no later than 5 business days business days, unless Specifically extended in writing by the State, and at no additional cost to the State.

In the event BizStream fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare BizStream in default, terminate the contract, in whole or in part, without penalty or liability to the State and 2) pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare BizStream in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2012-002-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for 120 days.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, BizStream shall correct the Deficiency, and a new 120 days Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for 120 consecutive calendar days.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2012-104-PART 3
EXHIBIT L
TRAINING SERVICES

BizStream shall provide the following Training Services.

A. TRAINING

All courses are to be offered via webinar and shall available for up to an unlimited number of students. Following the provision of classes, access to on-line course materials shall be provided for thirty (30) days through the online training library to the extent that it is available.

1. Delivery Method -Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State’s employees will need to succeed in their job role with BizStream. From in-class demonstrations led by experienced BizStream instructors, to realistic hands-on labs, Instructor-Led In Class courses provide a dynamic learning environment.

This instruction is targeted to train the group of Users defined as Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

a. BizStream 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) Leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	BizStream 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.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: BizStream providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2012-104-PART 3
EXHIBIT L
TRAINING SERVICES

User Training Approach	Role and Responsibility	
	BizStream Team	State of NH
	BizStream and the State will together Conduct Train-the-Trainers for the State's Central Support Group through Implementation. BizStream will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
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.
Evaluate Training Effectiveness		Conduct training evaluation surveys

c. Key User Training Approach Activities

1) Identify State End Users

BizStream Team shall lead the State in identifying and categorizing its end users:

User Category 1—Power User Training: Power Users are those employees who frequently use the System. Training shall consist of a series of courses based on job functions, on business processes Specific to job roles, and associated transactions. The training strategy shall be organized around the State's business processes and detailed transactions that support these processes.

User Category 2—Casual User Training: Casual Users shall access the System for inquiries or report viewing on an occasional basis. Their courses shall focus on the end-to-end business process instruction and structured inquiry exercises.

User Category 3—Specialty Users: Specialty Users include functional and technical analysts. They shall be trained on the Software on the basis of assignments, and may include navigation training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

2) Develop Training Plan, BizStream Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the Specific curriculum for each user category and provide support for the design, development, and deployment of training for each user

STATE OF NEW HAMPSHIRE
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EXHIBIT L
TRAINING SERVICES

category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

- 3) **Develop Training Curriculum** BizStream shall develop a recommended training curriculum for the State of New Hampshire End Users.
- 4) **Produce Training Materials and End-User Documentation;** BizStream team shall lead the efforts to produce the training materials and end-user Documentation.

STATE OF NEW HAMPSHIRE
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CONTRACT 2012-104-PART 3
EXHIBIT M
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES RFP 2012-002 (WITH ADDENDA)
INCORPORATED

EXHIBIT M – NOT APPLICABLE TO THIS CONTRACT

**EXHIBIT A
SCOPE OF SERVICES**

Exhibit A is not applicable for this contract.

Contractor Initials: MS
Date: 4-25-2012

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECENT TO PAYMENT

Exhibit B is not applicable for this contract.

EXHIBIT C
SPECIAL PROVISIONS

1. Providers Obligations: The Provider covenants and agrees that all funds received by the Provider under the Agreement shall be used only as payment to the Provider for services provided to eligible individuals and in the furtherance of the aforesaid covenants the Provider hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department: (Social Service Block Grant).

4. Documentation: In addition to the determination forms required by the Department, the Provider shall maintain a data file on each recipient of Services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Provider shall furnish the Department with all forms and documentation regarding eligibility determinations which the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for Services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for Services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Conditions of Purchase and Payment to Contractor:

Retroactive Payments: Notwithstanding anything to the contrary contained in the Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any Services provided to any individual prior to the Agreement 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.

7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Agreement, 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 Providers Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Agreement or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such Costs, or has received payment in excess of such Costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

7.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs:

Contractor Initials MS

Date 4-29-2009

7.3 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 Provider is permitted to determine the eligibility of individuals for Services, the Provider agrees to reimburse the Department for all funds paid by the Department to the Provider 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. (Social Services Block Grant).

Contractor Initials MS

Date 4-29-2019

**Records: Maintenance, Retention, Audit, Disclosure
and Confidentiality:**

8. Maintenance of Records: In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:

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

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

8.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Provider shall retain medical records on each patient/recipient of Services. (Social Services Block Grant).

9. Audit and Review: During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

10. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

11. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

12. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the Services and the Agreement shall be confidential and shall not be disclosed by the Provider, 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 Agreement; 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 Agreement for any reason whatsoever.

13. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

13.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

13.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Agreement. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward to goals and objectives stated in the Proposal and other information required by the Department.

14. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of Units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

15. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the Services or the Agreement shall include the following statement:

15.1 The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Human Services of the Department of Health and Human Services with funds provided in part by the United States Department of Health and Human Services.

16. 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 provider 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 Agreement 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.

SPECIAL PROVISIONS - DEFINITIONS

As used in the Agreement, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Provider Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of provider agencies which have contracted with the Department to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Agreement and setting forth the total cost and sources of revenue for each service to be provided under the Agreement.

UNIT: For each Service which the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Agreement.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Agreement, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

PROVIDER MANUAL: Shall mean that document prepared by the Department containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing Department and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Provider guarantees that funds provided under this Agreement will not supplant any existing federal funds available for these services.

Exhibit C-1
Additional Special Provisions

1. **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 Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

2.1 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;

2.2 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;

2.3 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;

2.4 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; and

Exhibit C-1
Additional Special Provisions

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2.4 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; and

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials: MS
Date: 1-29-2012

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

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

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

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

BizStream From: 7/1/12 To: 6/30/14
 (Contractor Name) (Period Covered by this Certification)

Mark Schmidt President
 (Name & Title of Authorized Contractor Representative)


 (Contractor Representative Signature) 4-25-2012
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

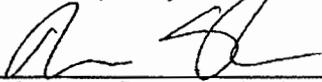
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title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

Contract Period: 7/1/12 through 6/30/14

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

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

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


(Contractor Representative Signature)

Mark Schmidt President
(Authorized Contractor Representative Name & Title)

BizStream
(Contractor Name)

4-25-2012
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

PRIMARY COVERED TRANSACTIONS

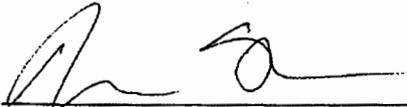
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

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

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



Mark Schmidt President

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

BizStream

4-25-2012

(Contractor Name)

(Date)

Contractor Initials: MS

Date: 4-25-2012

NH Department of Health and Human Services
STANDARD EXHIBIT G
CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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



Mark Schmidt President

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

BizStream

4-25-2012

(Contractor Name)

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



Mark Schmidt President

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

BizStream

4-25-2012

(Contractor Name)

(Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

Department of Health and Human Services
Division for Children, Youth and Families

BizStream

The State Agency Name

Name of the Contractor

Maggie Bishop

[Handwritten Signature]

Signature of Authorized Representative

Signature of Authorized Representative

Maggie Bishop

Mark Schmidt

Name of Authorized Representative

Name of Authorized Representative

Director

President

Title of Authorized Representative

Title of Authorized Representative

5-8-12

4-25-2012

Date

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

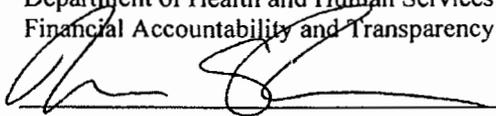
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Mark Schmidt President

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

BizStream

(Contractor Name)

(Date)

Contractor initials: MS
Date: 4/23/2012
Page # 1 of Page # 2

2012-004 DHHS EXHIBITS PART 4
NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 943991278 _____

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: _____

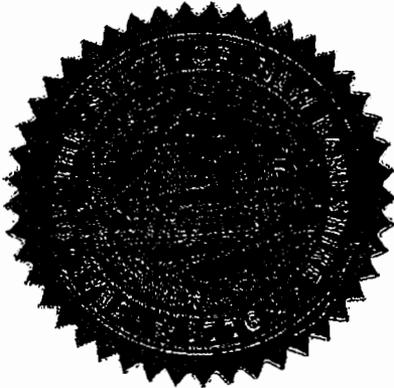
Amount: _____

Contractor initials: MS
Date: 4/25/2012
Page # 2 of Page # 2

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 BizStream, Inc., a(n) Michigan corporation, is authorized to transact business in New Hampshire and qualified on May 17, 2012. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May, A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, BRIAN MCKEIVER, do hereby certify that:
(Name of Board Member; cannot be contract signatory)

1. I am a duly elected Member of the Board of BIZSTREAM
(Organization Name)

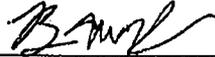
2. That the PRESIDENT
(Title of Contract Signatory)

is hereby authorized on behalf of this Organization to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. That authorization not be amended or revoked, and remain in full force and effect as of

the 3RD day of MAY, 2012.
(Date Contract Signed or after the date it was signed)

4. MARK SCHMIDT is the duly elected PRESIDENT
(Name of Contract Signatory) (Title of Contract Signatory)

of BizStream,

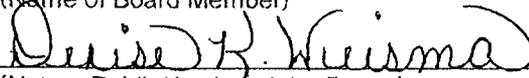

(Signature of Board Member)

STATE OF Michigan

County of Ottawa

The forgoing instrument was acknowledged before me this 3rd day of may, 2012.

By BRIAN MCKEIVER
(Name of Board Member)


(Notary Public/Justice of the Peace)

DENISE K. WIERSMA
Notary Public- State of Michigan
County of Ottawa
My Commission Expires November 29, 2015
Acting in the County of Ottawa

(NOTARY SEAL)

Commission Expires: 11.29.2015

