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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

May 22, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing **sole source** agreement with FEi.Com, Inc. (Vendor #208991) located at 7175 Columbia Gateway Drive, Suite A, Columbia, MD, to continue providing hosting and maintenance support for the New Hampshire Web Infrastructure for Treatment Services (WITS), and implement system enhancements by increasing the price limitation by $2,238,278 from $4,858,445 to $7,096,723 and by extending the contract completion date from December 31, 2019 to June 30, 2023, effective upon Governor and Executive Council approval. 7.37% Federal Funds and 92.63% General Funds.

The original agreement was approved by the Governor and Executive Council on August 11, 2010 (Late Item A), and subsequently amended on January 19, 2011 (Item #65), July 11, 2012 (Item #33) June 5, 2013 (Item #102), June 18, 2014 (Item #101), July 22, 2015 (Item #26), October 26, 2016 (Item #46) and June 7, 2017 (Item #54).

Funds are available in the following accounts for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Years 2020, 2021, 2022 and 2023, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is **sole source** because there are no known viable alternatives to the services provided by the NH Web Infrastructure for Treatment Services (WITS) system. WITS is the only available system sanctioned and developed specifically for individual state National Outcome Measures (NOMS) reporting requirements.

The purpose of this request is for the Contractor to continue to provide hosting and maintenance support of the New Hampshire WITS system. NH WITS provides a secure, 24/7 accessible web-based information technology system. The system gathers client demographic information, including, but not limited to; client first name, last name, date of birth, address and telephone numbers. NH WITS is a Stage 1 Ambulatory Meaningful Use Certified Electronic Health Record (EHR) that focuses on Substance Use Disorder (SUD) services.

SAMHSA originally funded the development of the WITS software by the contractor. Therefore, the application meets established national standards for the tracking and reporting of drug and alcohol treatment and other services provided to individuals. WITS also assists the Department with capturing the Treatment Episode Data Set required for federal block grant reporting requirements and data submission requirements of the Centers for Disease Control and Prevention.

FEI.com, Inc., develops standards for collecting, exchanging and analyzing SUD NOMS. Through WITS, the Contractor developed, implemented and currently maintains SUD health-related clinical quality measures.

The Contractor has successfully achieved its performance measures including system reliability, performance and security as well as completing all deliverables in the original contract to include, but not limited to:

- Core Clinical, billing, and contract management system;
- Data Conversions for 60,000 records of historical information from 2000 to present;
- SUD Provider Claims and Reporting environment;
- Capture and track data associated with National Outcome Measures (NOMS), Treatment Episode Data Set (TEDS), prevention and recovery data; and
- Training of all staff utilizing the system.

In addition to continuing hosting and maintenance support for WITS, this requested action, if approved, Implements State Opioid Response (SOR) Grant data functionality requirements of:

- Providing Continuum Software licenses;
- Establishing an Enterprise Data Warehouse (EDW) feed; and
- Updating WITS to include required language to meet American Psychological Association (APA) guidelines on the use of Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) codes and descriptions.

Should the Governor and Executive Council not authorize this request, the Department could jeopardize its federal funding to address the needs of individuals with substance use services.

Area served: Statewide

Source of Funds: 7.37% Federal Funds from DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788 FAIN #TI081685 and 92.63% General Funds.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

Fiscal Details Sheet for Contract Number 2010-035

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

State Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	103-502664	Contracts for Op Svc	$147,591	$0	$147,591
2012	103-502664	Contracts for Op Svc	$0	$0	$0
2013	103-502664	Contracts for Op Svc	$190,360	$0	$190,360
2013	102-500731	Contracts for Prog Svc	$24,000	$0	$24,000
2014	102-500731	Contracts for Prog Svc	$24,000	$0	$24,000
2015	102-500731	Contracts for Prog Svc	$30,000	$0	$30,000
		Subtotal:	***$415,951***	***$0***	***$415,951***

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

State Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	103-502664	Contracts for Op Svc	$293,588	$0	$293,588
2011	103-502664	Contracts for Op Svc	$39,302	$0	$39,302
2012	103-502664	Contracts for Op Svc	$374,840	$0	$374,840
2013	103-502664	Contracts for Op Svc	$239,215	$0	$239,215
2014	103-502664	Contracts for Op Svc	$300,265	$0	$300,265
2015	103-502664	Contracts for Op Svc	$396,350	$0	$396,350
		Subtotal:	***$1,643,560***	***$0***	***$1,643,560***

Fiscal Details Sheet for Contract Number 2010-035

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

State Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2011	103-500754	Contracts for Prog Svc	$184,760	$0	$184,760
2012	103-500754	Contracts for Prog Svc	$123,400	$0	$123,400
2013	103-500754	Contracts for Prog Svc	$123,400	$0	$123,400
2014	103-500754	Contracts for Prog Svc	$123,400	$0	$123,400
			$554,960	***$0***	***$554,960***

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, STATE OPIOID RESPONSE, SOR, GRANT.

State Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	$0	$165,000	$165,000
		Subtotal	***$0***	***$165,000***	***$165,000***

01-03-03-030010-76950000 DoIT-IT for DHHS TECHNOLOGY SOFTWARE

State Fiscal Year	**Class / Account**	**Class Title**	**Current Modified Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2016	038-509038	Technology- Software	$360,000		$360,000
2017	038-509038	Technology- Software	$370,000		$370,000
2018	038-509038	Technology- Software	$401,815		$401,815
2019	038-509038	Technology- Software	$421,904		$421,904
2020	038-509038	Technology- Software	$0	$502,004	$502,004
2021	038-509038	Technology- Software	$0	$512,702	$512,702
2022	038-509038	Technology- Software	$0	$523,667	$523,667
2023	038-509038	Technology- Software	$0	$534,905	$534,905
		Subtotal:	***$1,553,719***	***$2,073,278***	***$3,626,997***
		Contract Total	**$4,168,190**	**$2,238,278**	**$6,406,468**

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

Denis Goulet
Commissioner

May 29, 2019

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract amendment with FEi.Com, Inc., of Columbia, MD as described below and referenced as DoIT No. 2010-035H.

The purpose of this request is to enter into a sole source contract amendment with FEi.Com, Inc. to continue to provide hosting and maintenance support for the New Hampshire Web Infrastructure for Treatment Services (WITS) system and to implement system enhancements. The contract completion date will also be extended from December 31, 2019 to June 30, 2023.

The funding amount for this amendment is $2,238,278, increasing the current contract from $4,858,445 to an amount not to exceed $7,096,723.. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2023.

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

Sincerely,

Denis Goulet

DG/ik/ck
DoIT #2010-035H

cc: Bruce Smith, IT Manager, DoIT

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

WHEREAS, pursuant to an Agreement approved by Governor and Council, on August 11, 2010, LATE ITEM A and amended on January 19, 2011, Item #65 (Amendment A), again on July 11, 2012, Item #33 (Amendment B), again on June 5, 2013, Item #102 (Amendment C), and again on June 18, 2014, Item #101 (Amendment D), again on July 22, 2015, Item # 26 (Amendment E), again on October 26, 2016, Item #46 (Amendment F), and again on June 07, 2017, Item #54 (Amendment G) (herein after referred to as the "Agreement"), FEI.com Inc.("FEI") (hereinafter referred to as "Vendor" or "FEI") agreed to supply certain services for the Web Infrastructure for Treatment Services Software (WITS) upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council; and

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

WHEREAS, the Department wishes to extend the current system maintenance and support; and

WHEREAS, the Vendor agrees to provide maintenance and support of the existing system; and

WHEREAS, the Department and the Vendor wish to extend the completion date from December 31, 2019 to June 30, 2023; and

WHEREAS, the Department and the Vendor wish to increase the Contract price by $2,238,278 to bring the total contract price from $4,858,445 to $7,096,723; and

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

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

The Agreement is hereby amended as described in Table 1 as follows:

Table 1: Changes to the Statement of Work and Exhibits

Contract #2010-035 Part 1 General	**AMENDED TEXT**

Provisions	
Contract Ageement Form P-37	1. Delete and replace Block 1.1 of the Agreement (Page 1), State Agency Name, with: Department of Health and Human Services and Department of Information Technology
	2. Delete and replace Block 1.2 of the Agreement (Page 1), State Agency Address, with: 129 Pleasant Street Concord, NH 03301
	3. Delete and replace Block 1.6 of the Agreement (Page 1), Account Number, with: 01-03-03-030010-7695-DoIT-IT for DHHS And 05-95-92-920510-7040
	4. Delete and replace Block 1.7 of the Agreement (Page 1), Completion Date with: June 30, 2023
	5. Block 1.8 of the Agreement (Page 1), Price Limitation, to read: $7,096,723
	6. Delete and replace Block 1.9 of the Agreement (Page 1), Contracting Officer for State Agency, with: Nathan White, Director
	7. Delete and replace Block 1.10 of the Agreement (Page 1), State Agency Telephone Number, with: 603-271-9651
Contract # 2010-035 Statement of Work Section Number	**AMENDED TEXT**
Statement of Work, Terms and Definitions	**Delete the Terms and Definitions and replace with:** **Terms and Definitions:**

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.

Agreement	A contract duly executed and legally binding.
APA	American Psychiatric Association
BDAS	Bureau of Drug and Alcohol Services
BGR	University of Maryland Bureau of Government Research
Breach	The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
CEDS	Client Event Data Set (New Hampshire reporting database)
Certification or Certify	Written Certification and full supporting and written Documentation (including, without limitation, test results as applicable) that the contracted Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Order	Formal Documentation prepared for a proposed change in the Specifications.
CIS	Client Information System
Computer Security Incident	Shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Confidential Information	or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health

	Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Contract	This Agreement between the State of New Hampshire and FEI.com, Inc, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1).
Contract Managers	The persons identified by the State and the contracted Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Core Software	The proprietary Software co-authored, co-developed, and co-owned by **FEI, the University of Maryland Bureau of Governmental Research ("BGR"), and the WITS Collaborative Partnership** prior to the Effective Date which provides "core" functionality to and is integral in the use and operation of the Licensed Software.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
Custom Developed Modules	One or more Developed Modules created by FEI for the State pursuant to this Contract.
Data	State's records, files, forms, data and other documents or information in either electronic or paper form that shall be used during the Contract Term.
DBA	Database administrator
DCBCS	Division of Community Based Care Services
Deficiencies	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

	Class A Deficiency – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; ***Written Documentation*** - missing significant portions of information or unintelligible to State; ***Non Software*** - Services were inadequate and require re-performance. **Class B Deficiency – *Software*** - important, does not stop operation and/or there is a work around and user can perform tasks; ***Written Documentation*** - portions of information are missing but not enough to make the document unintelligible; ***Non Software*** - Services were deficient, require reworking, but do not require re-performance. **Class C Deficiency – *Software*** - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; ***Written Documentation*** - minimal changes required and of minor editing nature; ***Non Software*** - Services require only minor reworking and do not require re-performance.
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the contracted Vendor to the State under the Contract.
Department of Information Technology (DoIT)	The Department of Information Technology established under legislative rule 21-R on September 5, 2008.
Developed Modules	One or more pieces of Software created by Licensor at the request of one or more third parties (including but not limited to FEI and BGR) which, when used with the Core Software, add functionality and utility to the Core Software.
Development Phase	The phase of the Contract during which a new module or functionality is being programmed; preceded by requirements gathering and followed by testing.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
End User	Any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or

	derivative data in accordance with the terms of this Contract.
Executable Form	The compiled version of the Software that is in a state that can be understood by the computer or other computer programs, and can be executed to perform an expected result.
FEI	FEI.com, Inc.
FEI Proposal	State Outcomes Measurement and Management System, Information Technology Technical Assistance for the State of New Hampshire, Bureau of Drug and Alcohol Services, dated September 27, 2009
FEI User	FEI staff member authorized to access NH WITS production software to provide support. Support typically includes the FEI NH Account Manager, the FEI WITS Production Support team, and FEI WITS development/ IT staff that support production deployments and data center functions. FEI staff members are those who (a) access, use, or manipulate DSM-5 contained in the NH WITS System; (b) access, use, or manipulate the NH WITS System to produce or enable an output (data, reports, or the like) that could not have been created without DSM-5 embedded in the NH WITS System even though DSM-5 may not be visible or directly accessible; or (c) make use of an output of the NH WITS System that relies on or could not have been created without DSM-5 embedded in the NH WITS System even though DSM-5 may not be visible or directly accessible.
Firm Fixed Price Contract	A Contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of FEI's cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Future Developed Modules	Developed Module(s) not in existence as of the Effective Date but which come into existence at some future date.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.

HIPAA	Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
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.
Incident	An act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
Level 1 Support	The first line of support; often referred to as the Help Desk. This function is performed by a designated person within each agency or facility who can perform the following responsibilities:
	· Be available to answer user calls during normal operation hours.
	· Have a solid understanding of WITS screens, business rules and process. Be able to help users with any usability issue that is covered in either training manuals or user and System Documentation.
	· Help with forgotten passwords, hardware connectivity, internet access and basic computer usability issues.
	· Perform all new user and program set ups within a facility; facility set ups within an agency.
	· Document all issues that are reported, and see the issue through to resolution.
	· Interface with Level-2 support when issues cannot be resolved at the Level-1 level.

		The Level 1 Support Individual will ideally be located on site with users. He or she may be a clinician or an administrative staff member. Personnel within the State's provider network shall be trained to provide this to their users.
	Level 2 Support	Level 2 is the next line of support, provided by individuals responsible for handling any calls that Level 1 staff does not have the knowledge or technical ability to handle. Level 2 support is assembled with one or more users who have a greater level of technical knowledge regarding the System than do the Level 1 staff. These individuals should understand how the System works from a user perspective (technical) as well as how the System is to be used by the users (functional). The responsibilities of this Level are:
		· Be available during business hours to answer calls from Level 1 (Help Desk) support.
		· Investigate the issues in more detail and determine whether the issue is a System problem (bug), configuration issue (enhancement), or a user training issue.
		· Work with Level 1 support if the issue is a training or System setup issue.
		· Work with Level 3 support if the issue is a System problem or bug, or potential enhancement.
		This level of support should be handled by a select group of individuals within the user constituency. They can be located centrally, or dispersed. It is not necessary to have one at each location using the application. State personnel shall be trained to provide this support to their provide network and other State users.
	Level 3 Support	Level 3 support is provided by individuals responsible for handling all issues that are determined to be System problems/bugs. Level 3 is staffed by members of the product development team (FEI). The responsibilities of this Level are:
		· Coordinate with Level-2 support to understand and further document all reported issues.
		· Perform detailed analysis of the issue, working with the appropriate development team members when needed.
		· Determine the appropriate course of action to mitigate the issue.

	· Assign priority for bug fixes; assign enhancement requests to FEI Project Manager for quotes.
	Designated State personnel shall be authorized to contact FEI by phone or email for this support.
Licensed Software	The executable Software application known as the Web Infrastructure for Treatment Services Systems ("WITS"), consisting of the Core Software, Developed Modules (as listed on Schedule A), Future Developed Modules (as applicable), and other modifications to the Licensed Software from time to time made by Licensor and not related to the addition of enhancements to the Software which are not necessary to the basic functions of, and which are not related to the repair of bugs or errors in, the Software.
NH	New Hampshire
NOMS	National Outcome Measures
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager's written direction to FEI to begin work on the Contract on a given date and time.
Object Code	The compiled version of the source code.
Open Wireless Network	Any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document

	controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Personal Information	(or "PI") Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Privacy Rule	The Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Managers	The persons identified in SOW Section 4: *Contract Management.*
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Proposal	FEI's written proposal - State Outcomes Measurement and Management System, Information Technology Technical Assistance for the State of New Hampshire, Bureau of Drug and Alcohol Services," dated September 27, 2009.
Protected Health Information (PHI)	Same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then the Review Period will be five (5) business days.
RTI	RTI International
SAMHSA	Substance Abuse and Mental Health Administration
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Security Rule	The Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

Services	The work or labor to be performed by FEI on the Project as described in the Contract.
Software	Web Infrastructure for Treatment Services Software provided by FEI under the Contract .
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total System, which includes, without limitation, Software, hardware, and Services, addressing the requirements and terms of the Specifications.
SOMMS	State Outcomes Measurement and Management System
Source Code	All associated computer program files in its original programming language before translation into object code usually by a compiler.
SOW	Statement of Work
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
SSN	Social Security Number
State	STATE is defined as:
	State of New Hampshire,
	Department of Health and Human Services
	125 Pleasant Street
	Concord, NH 03301
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight.
State Project Manager (PM)	State's representative with regard to Project management and technical matters.

Substance Use Disorder (SUD)	Also known as a drug use disorder, is a medical condition, in which the use of one or more substances leads to a clinically significant impairment or distress. As defined in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5)
Subcontractor	A person, partnership, or company subcontracted by the contracted Vendor to perform under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
TEDS	Treatment Episode Data Set
Term	Period of the Contract from the Effective Date through June 30, 2023.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Transition Services	Services and support provided when the contracted Vendor is supporting System changes.
UAT	User Acceptance Test
UCI	Unique Client Identifier
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
Unsecured Protected Health Information	Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

User	A named individual who (a) accesses, uses, or manipulates DSM-5 contained in the NH WITS System; (b) accesses, uses, or manipulates the NH WITS System to produce or enable an output (data, reports, or the like) that could not have been created without DSM-5 embedded in the NH WITS System even though DSM-5 may not be visible or directly accessible; or (c) makes use of an output of the NH WITS System that relies on or could not have been created without DSM-5 embedded in the NH WITS System even though DSM-5 may not be visible or directly accessible.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Walk Through	A step-by-step Review of a Specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	That period following Acceptance of a work product during which the FEI shall provide Warranty Services/support to the State, for the operation of the entire System, at no charge, subject to any extensions for defect correction of approved delivered modules, changes or enhancements. The Warranty Period shall commence upon successful completion of User Acceptance Testing and shall continue for the duration of the Contract including extensions.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided during the Warranty Period.
WITS	Web Infrastructure for Treatment Services Software
WORK	Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, (copyright ©2013), Arlington, V.A., American Psychiatric Association (2013), ("DSM-5").
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written Documentation (letter, report, manual, book, other) provided by the contracted Vendor either in paper or electronic format.

Statement of Work, Introduction	Delete and replace the first paragraph of the introductory paragraphs prior to the recitals with: This Contract is by and between the State of New Hampshire, acting through the Department of Health and Human Services and the Department of Information Technology ("State"), and FEI Systems, Inc. ("FEI"), having its principal place of business at 9755 Patuxent Woods Drive, Suite 300, Columbia, MD 21046
Section 1 Contract Documents	1. Add the following language to Subsection 1.1 Contract Documents: "x. Amendment H" 2. Delete and replace Subsection 1.2, Order of Precedence, with: a. Eighth Amendment (Amendment H) to the State of New Hampshire Terms and Conditions, Form P-37. b. The State of New Hampshire Terms and Conditions, as stated in Sections 11 through 13 of the Statement of Work. c. State of New Hampshire, Health and Human Services Contract 2010-035, including Parts 1, 2 and 3. d. The FEI Required Document, dated June 24, 2009.
Section 4 Contract Management	1. Delete and replace Subsection 4.4, State Contract Manager, with: The State shall assign a Contract Manager, who shall function as the State's representative, with regard to Contract administration. The State Contract Manager is: Nathan White Department of Health and Human Services 125 Pleasant Street Concord, NH 03301 TEL: (603) 271-9651 2. Delete and replace Subsection 4.7, State Owned Documents and Data, with: 4.7 State Owned Documents and Data 4.7.1 FEI shall provide a nightly WITS data extract to the Department in a secure manner; the WITS data extract will be completed on a regular basis at a minimum of once every twenty-four (24) hours. 4.7.2 Data extract files shall contain sufficient information to describe the dates, scope, purpose and provider of treatment, as well as patient identifiers, patient demographic and treatment outcome data. 4.7.3 FEI shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("state

<table>
<tr><td></td><td>Owned Documents"). Upon termination of the Contract, FEI shall turn over all State Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State Owned Documents must be provided in both printed and electronic format.</td></tr>
<tr><td>Section 13 General Provisions</td><td>1. Delete and replace Subsection 13.6 Dispute Resolution, Dispute Resolution Responsibility and Schedule Table with:
<table>
<tr><th>Level</th><th>FEI</th><th>The State</th><th>Cumulative Allotec Time</th></tr>
<tr><td>Primary</td><td>Patty Canham, Senior Account Manager</td><td>Michael Rogers, Project Manager</td><td>5 Business Days</td></tr>
<tr><td>First</td><td>Shawn Hutton, Vice President, WITS Program Director</td><td>Michael Rogers, Project Manager</td><td>10 Business Days</td></tr>
<tr><td>Second</td><td>Rodney Conrad, Vice President, FEi Operations</td><td>Denis Goulet, DoIT Commissioner</td><td>15 Business Days</td></tr>
<tr><td>Third</td><td>Jiao Gu, FEi President</td><td>Jeffrey A. Meyers, DHHS Commissioner</td><td>20 Business Days</td></tr>
</table>
2. Delete and replace Subsection 13.13, Paragraph 13.13.1, Subparagraph c. with:

c. Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. FEI shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

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

State of New Hampshire
Department of Health and Human Services
Jeffery A. Meyers
125 Pleasant Street
Concord, NH 03301</td></tr>
</table>

<table>
<tr><td>Contract # 2010-035 Part 3 – Exhibit A Deliverables & Milestones Section Number</td><td>AMENDED TEXT</td></tr>
<tr><td>Exhibit A Section 2 Activities, Deliverables, Milestones</td><td>Add the following Deliverables to the table in section 2.1 Implementation Schedule – Activities / Deliverables / Milestones:
<table>
<tr><td colspan="2">Phase 9 Deliverables (Amendment H)</td><td></td><td></td><td></td></tr>
<tr><td>Ref #</td><td>Deliverable</td><td>Deliverable Type</td><td>Due Date</td><td>Firm Fixed Price</td></tr>
<tr><td>141</td><td>Continuum Year 1 (9/1/2018 – 12/31/2019) costs for 66 remaining licenses (currently 34 licenses have been assigned)</td><td>Software</td><td>September 1, 2018 – December 31, 2019</td><td>$ Included</td></tr>
<tr><td>142</td><td>Continuum Year 2 (6/1/2019 – 12/31/2019) costs for 11 licenses</td><td>Software</td><td>June 1, 2019 – December 31, 2019</td><td>$ Included</td></tr>
<tr><td>143</td><td>Additional onsite training by Dr. Gastfriend</td><td>Non-written</td><td></td><td>$ Included</td></tr>
<tr><td>144</td><td>Clinical: Updates to SABG block grant tables 10, 11 and 7</td><td>Non-written</td><td></td><td>$ Included</td></tr>
<tr><td>145</td><td>NH Prevention: Add ability to use Facility on the input prompts for all SSRS prevention block grant reports</td><td>Software</td><td></td><td>$ Included</td></tr>
<tr><td>146</td><td>APA DSM5 Usage Guidelines</td><td>Non-written</td><td></td><td>Included</td></tr>
<tr><td>147</td><td>WITS Changes for SAMHSA SOR Grant: Complete Requirements</td><td></td><td></td><td>$50,000</td></tr>
<tr><td>148</td><td>WITS Changes for SAMHSA SOR Grant: Install to NH WITS Training instance</td><td></td><td></td><td>$50,000</td></tr>
<tr><td>149</td><td>WITS Changes for SAMHSA SOR Grant: Install to NH WITS Production instance</td><td></td><td></td><td>$50,000</td></tr>
<tr><td>150</td><td>WITS Changes for SAMHSA SOR Grant: Project change and contingency funds – only used with New Hampshire approval</td><td></td><td></td><td></td></tr>
<tr><td>151</td><td>WITS Extract to Support NH Data Warehouse</td><td></td><td></td><td>$15,000</td></tr>
<tr><td>152</td><td>WITS Hosting FY 2020-FY2023</td><td>Non-Written</td><td></td><td>$251,796</td></tr>
<tr><td>153</td><td>Clinical Services Support & Maintenance (Prevention and Clinical Services)</td><td>Software</td><td>January 1, 2020 – December 31, 2023</td><td>$1,525,082</td></tr>
<tr><td>154</td><td>Provide Continuum Licenses</td><td>Software</td><td></td><td>$296,400</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td>Phase 9 Total</td><td></td><td></td><td>$ 2,238,278</td></tr>
</table></td></tr>
<tr><td>Contract # 2010-035 Exhibit B Price and Payment</td><td>AMENDED TEXT</td></tr>
</table>

Schedule Section Number	
Exhibit B Section 1 Deliverable Payment Schedule	1. Delete and replace Subsection 1.1 Firm Fixed Price with:

1.1. Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling $7,096,723 for the period between the Effective Date through June 30, 2023. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

2. Add the following to Subsection 1.1 Firm Fixed Price, Table 1, Payment Schedule:

DESCRIPTION	FY 2018 COST	FY 2019 COST	FY 2020 COST	FY 2021 COST	FY 2022 COST	FY 2023 COST	TOTAL
Continuum Year 1 (9/1/2018 – 12/31/2019) costs for 66 remaining licenses (currently 34 licenses have been assigned)	$65,208	NA	NA	NA	NA	NA	$65,208
Continuum Year 2 (6/1/2019 – 12/31/2019) costs for 11 licenses	NA	$17,940	NA	NA	NA	NA	$17,940
Additional onsite training by Dr. Gastfriend	NA	$21,000	NA	NA	NA	NA	$21,000
Clinical: Updates to SABG block grant tables 10, 11 and 7	NA	$50,000	NA	NA	NA	NA	$50,000
Prevention: Add ability to use Facility on the input prompts for all SSRS prevention block grant reports	NA	$21,000	NA	NA	NA	NA	$21,000
APA DSM5 Usage Guidelines	NA	NA	NA	NA	NA	NA	NA
WITS Changes for SAMHSA SOR Grant: Complete Requirements	$50,000	$0	NA	NA	NA	NA	$50,000
WITS Changes for SAMHSA SOR Grant: Install to NH WITS Training instance	NA	$50,000	NA	NA	NA	NA	$50,000
WITS Changes for SAMHSA SOR Grant: Install to NH WITS Production instance	NA	$50,000	NA	NA	NA	NA	$50,000

	WITS Changes for SAMHSA SOR Grant: Project change and contingency funds – only used with New Hampshire approval	NA	$	NA	NA	NA	NA	$
	WITS Extract to Support NH Data Warehouse	NA	$15,000	NA	NA	NA	NA	$15,000
	WITS Hosting FY 2020-FY2023	NA	NA	$60,637	$62,153	$63,707	$65,299	$251,796
	WITS Maintenance & Support	NA	NA	$367,267	$376,449	$385,860	$395,506	$1,525,082
	Continuum Licenses/Subscriptions	NA	NA	$74,100	$74,100	$74,100	$74,100	$296,400
	FISCAL YEAR TOTALS	**$115,208**	**$224,940**	**$502,004**	**$512,702**	**$523,667**	**$534,905**	**$2,413,426**

Exhibit B Section 2 Total Contract Price	Delete Section 2 Total Contract Price, and replace with: **2. TOTAL CONTRACT PRICE** Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $7,096,723 ("Total Contract Price"). The payment by the State of the total contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the services performed under this contract.
Contract # 2010-035 Exhibit J Software License and Related Terms Section Number	**AMENDED TEXT**
Exhibit J Section 22	Add the following to Exhibit J: Section 22 - APA DSM-5 FEI shall modify the NH WITS Software to enable the loading of the American Psychiatric Association ("APA") DSM-5 Codes into the Diagnostic Tables. With regards to the APA DSM-5 Codes , FEI agrees to the following: 22.1 FEI shall not abridge, modify, alter, or adapt the WORK, including the

text, captions, graphics, or illustrations contained in the WORK, without the prior written approval of the State. Notwithstanding the foregoing, FEI may adapt, modify, or alter the WORK solely to the extent actually necessary for the technical purpose of incorporating the WORK into the NH WITS System. ***(Supports APA Section 2.2)***

22.2 FEI agrees that it will not use the WORK, or any portion thereof, in any other manner or in any other medium than that set forth in this Agreement. ***(Supports APA Section 2.3)***

22.3 The State retains the right to approve the incorporation of the WORK in advance of final State approval of Deliverable 122, *28577 – Modify the NH WITS System Software to enable the loading of DSM-5 codes to the Diagnosis tables* and future System releases and updates. This approval shall be contingent upon APA inspection and approval of applicable screenshots. FEI agrees to provide the State with the screenshots, at no additional charge, displaying the use of the DSM-5 codes within the NH WITS System within 10 business days of a request from the State for the purpose of APA approval. If the State does not approve the proposed use of the WORK in the NH WITS System, the FEI may redesign and/or modify the NH WITS System and resubmit it for further review by the State. ***(Supports APA Section 2.4 & 3.3)***

22.4 FEI shall not include any statements in the NH WITS System or in any advertising or information accompanying the System that expressly or implicitly represents or suggests that the APA has sponsored, endorsed, or approved the NH WITS System, or that APA is affiliated, connected, or associated with the NH WITS System. ***(Supports APA Section 2.5)***

22.5 FEI shall take all necessary measures to restrict and control the use, copying, and security of the WORK incorporated into the NH WITS Diagnosis Summary screen, including, but not limited to, preventing unauthorized FEI USERs from accessing the System, and requiring each authorized FEI USER of the NH WITS System to agree that he or she will not make any unauthorized or infringing use of the WORK. FEI shall take all necessary measures to enforce such obligations of its authorized FEI USERs. ***(Supports APA Section 3.1 & 3.2)***

22.6 On the WITS Diagnosis Summary screen where any portion of the WORK or DSM-5 appears, the source and copyright status of the material must appear where the text appears and in all marketing materials. The following notice shall be used:

Reprinted with permission from the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition®. Copyright ©2013 American Psychiatric Association. All Rights Reserved.

Unless authorized in writing by the APA, no part may be reproduced or used in a manner inconsistent with the APA's copyright. This prohibition applies to unauthorized uses or reproductions in any form.

The American Psychiatric Association is not affiliated with and is not endorsing this product.

To the extent that such notice or any other copyright management information is embedded in the electronic NH WITS System, FEI agrees that it will not alter it or delete it. FEI further agrees to require all FEI USERs of the NH WITS System to maintain such copyright management information in its original form as provided by the State and APA.
(Supports APA Section 10.2)

22.7 FEI acknowledges that DSM and DSM-5 are registered trademarks of the American Psychiatric Association and may not be used commercially without prior approval. The following notice shall be incorporated into the NH WITS System where the trademarked terms are used:

****DSM and DSM-5 are registered trademarks of the American Psychiatric Association, and are used with permission herein. Use of these terms is prohibited without permission of the American Psychiatric Association.***

Use of this trademark does not constitute endorsement of this product by the American Psychiatric Association. (Supports APA Section 10.3)

Contract # 2010-035 Part 3 – Exhibit O Certificates and Attachments Section Number	**AMENDED TEXT**
Exhibit O Attachments Sections A-E	Delete and replace Exhibit O with: Attached are: A. FEI Certificate of Vote/Authority B. FEI Certificate of Good Standing C. FEI Certificate of Insurance D. DHHS Standard Certificates i. Standard Exhibits ii. HIPAA Business Associates Agreement iii. Exhibit K – Information Security Requirements E. Attachments i. Attachment 1 – Requirements ii. Attachment 2 – NH WITS Clinical Services Functional Requirements V5 (6/02/2016) iii. Attachment 3 – NH WITS Prevention Functional Requirements V4 (5/17/2016) iv. Attachment 4 – NH Clinical Functional Requirements Amend H V1 (2018-0413) v. Attachment 5 – NH Prevention Functional Requirements Amend H V1 (2018-0413) vi. Attachment 6 – New Hampshire WITS Changes – Contract – 2010-035 State Outcomes Measurement and Management System – Amendment H
Exhibit O Section D DHHS Standard Certificates	Attachment iii. DHHS Exhibit K – Information Security Requirements are hereby incorporated into the Contract under Section D. DHHS Standard Certificates

Table 2 Contract History: 2010-035 DHHS State Outcomes Measurement and Management

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2010-035	Original Contract	8/10/10 Late Item A	12/31/2013	$1,094,566.00
2010-035 Amendment A	1st Amendment	1/19/11 Item #65	12/31/2014	$803,935.00
2010-035 Amendment B	2nd Amendment	7/11/12 Item #33	12/31/2014	$175,320.00
2010-035 Amendment C	3rd Amendment	6/5/13 Item #102	12/31/2014	$63,040.00
2010-035 Amendment D	4th Amendment	6/18/14 Item #101	12/31/2015	$477,640.00
2010-035 Amendment E	5th Amendment	7/22/15 Item # 26	6/30/2017	$730,000.00
2010-035 Amendment F	6th Amendment	10/26/16 Item # 46	6/30/2017	$690,225.00
2010-035 Amendment G	7th Amendment	06/07/17 Item#54	12/31/2019	$823,719.00
2010-035 Amendment H	8th Amendment	TBD	12/31/2023	$2,238,278
	CONTRACT TOTAL			**$7,096,723**

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

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

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

RSC
Rodney E. Conrad, Sr. Vice President
FEI. Com, Inc
Date: 5/16/19

Corporate Signature Notarized:
STATE OF Maryland
COUNTY OF Frederick

On this the 16th day of May, 2019, before me, Rodney Conrad, the undersigned Officer Sr Vice Pres, personally appeared and acknowledged her/himself to be the Sr. Vice President of FEI.com, Inc, a corporation, and that she/he, as such is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Sr Vice President.

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

Notary Public/Justice of the Peace
My Commission Expires: 12/22/21
(SEAL)

HILARY VIEHE
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND

State of New Hampshire

Jeffrey A. Meyers, Commissioner
State of New Hampshire
Department of Health and Human Services
Date: 6/8/19

for Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology
Date: 4/7/2019

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

State of New Hampshire, Department of Justice
Date: 6/10/2019

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; 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 HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	FEi.com, Inc. dba FEI Systems
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Rodney T. Conrod
Name of Authorized Representative	Name of Authorized Representative
Director	GM FSI Products
Title of Authorized Representative	Title of Authorized Representative
5/28/19	5/16/19
Date	Date

Attachment iii

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

R[redacted]BILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
4. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
5. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

[redacted]OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via gr[redacted] mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when

remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

[redacted] AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. 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, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

[redacted]

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to

store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Should an Incident, Computer Security Incident, or Breach be determined to have been caused by the Contractor and/or End User's failure to safeguard State of New Hampshire networks, systems or DHHS Confidential Data per this Information Security Requirements Exhibit, and/or P-37, then the State shall recover from the Contractor and/or End User all costs of response and recovery from the Incident, Computer Security Incident, or Breach, including but not limited to: credit monitoring services, mailing costs, and costs associated with website and telephone call center services.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI

are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

LOSS REPORTING

The Contractor must notify the DHHS's Information Security Officer, Privacy Officer, and Contracts Unit, via the email addresses provided in this Agreement, of any information security events, Computer Security Incidents, Incidents, or Breaches as soon as feasible, but no more than 24 hours after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

If a suspected or known information security event, Computer Security Incident, Incident or Breach involves **Social Security Administration (SSA)** provided data or Internal Revenue Services (IRS) provided **Federal Tax Information (FTI)** then the Contractor must notify DHH Information Security ***immediately*** (without delay),

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

[redacted] TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Attachment #4

NH WITS Clinical Functional Requirements

Purpose: To support New Hampshire process for the NH G&C budget for Amendment H

Created by: Chris Gordon, Patty Canham

Dated: 4/13/2018

FEi Systems | 9755 Patuxent Woods Drive | Suite 300 | Columbia, Maryland 21046
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Application Software Requirements

#	Function/Service	Notes
A.1 General Specifications		
A.1.1	The WITS system shall provide the ability to access data using open standards access drivers (please specify supported versions in the comments field). *Based on 3/24/15 discussion, Leslie Mason indicated that this requirement is met.*	WITS is on a Microsoft platform using SQL Server. Production data is copied every night into the SSRS (SQL Server Reporting System) environment. Both environments are accessible using various access drivers. In production, if NHBDAS chooses to make the data available to clients, would build a web service to support that extract to ensure that it is compliant with HIPAA and 42 CFR2 regulations. In SSRS data can be easily extracted into Excel, PDF, Word or HTML formats. NHBDAS, as the administrator, determines who has access to SSRS.
A.1.2	The WITS system software shall adhere to open standards and is not proprietary. *Based on 3/24/15 discussion, Leslie Mason indicated that this requirement is met.*	Microsoft SQL Server is not considered an "open standards" software. However, NHBDAS can easily obtain data as described in A1.1.
A.1.3	The WITS database platform shall adheres to open standards. *Based on 3/24/15 discussion, Leslie Mason indicated that this requirement is met.*	WITS Platform is Microsoft and SQL Server. Data is available in whatever formats NH chooses to use.
A.1.4	The WITS System must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats. *Based on 3/24/15 discussion, Leslie Mason indicated that this requirement is met.*	
A.1.5	The WITS system shall be Web-based compatible and in conformance with the following W3C standards: • XHTML 1.0 • CSS 2.1 • XML 1.0 (fourth edition)	WITS Standard functionality
A.1.6	The WITS system shall have the ability to operate in a virtual environment, with VMWare	WITS Standard functionality
A.1.7	The WITS system shall operates on an Oracle/Linux or Microsoft SQL database platform	WITS Standard functionality
A.2 Application Security		
A.2.1	The WITS system shall verify the identity of or authenticate all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	WITS Standard functionality

A.2.2	The WITS system shall verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	WITS Standard functionality
A.2.3	The WITS system shall Enforce unique user names.	WITS Standard functionality
A.2.4	The WITS system shall enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy. *Michael O'Neil reviewed this response on 3/24/15 and was in agreement that the FEi solution is consistent with DoIT who also follows Microsoft model.*	WITS Standard functionality
A.2.5	The WITS system shall enforce the use of complex passwords for general users using capital letters, numbers and special characters *Michael O'Neil reviewed this response on 3/24/15 and was in agreement that the FEi solution is consistent with DoIT who also follows Microsoft model.*	WITS Standard functionality
A.2.6	The WITS system shall encrypt passwords in transmission and at rest within the database.	*Passwords are encrypted over the wire and they are not stored in the database. They are stored in ADLDS.*
A.2.7	The WITS system shall expire passwords after < a definite period of time>.	*3/24/15: Mike Rogers indicated that BDAS also has operational procedures in place to disable accounts that have not been used in a certain period of time.*
A.2.8	The WITS system shall authorize users and client applications to prevent access to inappropriate or confidential data or services.	WITS Standard functionality
A.2.9	The WITS system shall provide ability to limit the number of people that can grant or change authorizations.	WITS Standard functionality
A.2.10	The WITS system shall have the ability to enforce session timeouts during periods of inactivity.	WITS Standard functionality
A.2.11	The WITS system shall have 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))	*Discussion on 3/24/15 also reviewed the testing tab, where the top 10 are covered. During that discussion, both Michael O'Neil and Leslie Mason conditionally agreed that this requirement is met. Part of that conditional agreement is satisfied by their previous review of FEi's document FEI SECURITY & PRIVACY PROGRAM OVERVIEW. The other part of that conditional agreement is dependent on their receipt and review of FEi's penetration testing - the next yearly test will take place in April, 2015.*
A.2.12	The WITS system shall not store authentication credentials or sensitive Data in its code.	WITS Standard functionality
A.2.13	The WITS system shall audit all attempted accesses that fail identification, authentication and authorization requirements.	WITS Standard functionality

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tel: (443) 270-5100 fax: (410) 715-6538 | www.FEIsystems.com

A.2.14	The WITS system shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	WITS Standard functionality
A.2.15	The WITS system must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	WITS Standard functionality
A.2.16	The WITS system shall not utilize Software and System Services for anything other than their designed for use.	WITS Standard functionality
A.2.17	The WITS application Data shall be protected from unauthorized use when at rest.	WITS Standard functionality
A.2.18	The WITS System shall keep any sensitive Data or communications private from unauthorized individuals and programs.	WITS Standard functionality
A.2.19	Subsequent application enhancements or upgrades to the WITS system shall not remove or degrade security requirements	WITS Standard functionality

A.3 Coordination with NHBDAS

A.3.1	The FEi Account Manager shall coordinate design, development, testing, and system testing with FEi development and testing staff.	
A.3.2	The FEi Account Manager will notify NHBDAS when the release containing requested Prevention changes is ready for user acceptance testing.	
A.3.3	NHBDAS will direct the FEi production support team to move the release with the requested Prevention changes to the NHBDAS WITS training environment.	
A.3.4	NHBDAS will conduct User Acceptance Testing in the WITS training environment.	
A.3.5	Once User Acceptance Testing is successfully completed, NHBDAS will direct FEi production support to move the release with the requested Prevention changes to the NHBDAS WITS production environment.	

A.4 Required Documentation

A.4.1	The FEi Account Manager shall succinctly define plans for implementation, training, testing and ongoing operations by providing written deliverables for NHBDAS review, revision and approval. • Follow up training and training documentation on requested Prevention changes will be provided by the FEi Account Manager if cost of the training has been included in the NHBDAS development amendment. • Otherwise, NHBDAS staff will create training documentation and train appropriate staff on requested Prevention changes.	

A.4.2	**Project Management Plan** The FEi Account Manager will develop a project management plan that describes how the individual work items for the requested Prevention changes will be worked through the collaborative WITS release pipeline. The project management plan will include a detailed description of the project management approach including the following sections: • Scope management • Change control • Risk management including Risk Log management • Communications and Status reporting will be done at the weekly NHBDAS FEi status meeting. • Deliverable review process and acceptance criteria	
A.4.3	**Project Schedule** The FEi Account Manager will submit a proposed Project Schedule two (2) weeks following contract \ amendment execution. The Project Schedule will include detailed description of the Schedule, tasks, deliverables, critical events, task dependencies, and payment Schedule. The Project Schedule will indicate when feedback is needed from NHBDAS staff on such items as approval of technical requirements and approval of User Acceptance Testing.	
A.4.4	**Implementation Plan** The Implementation Plan will include • WITS release that contains the requested Prevention Changes. • Projected date (based on NHBDAS approval) for moving that release into NHBDAS training and production environments. • Dates for training NHBDAS state administrators on the requested Prevention changes. • Documentation for the NHBDAS administrators on any operational items that will need updating in the NHBDAS training or production environment (e.g. changes to contract management or agency set up, etc.) • If the contract\amendment funding includes Provider training, FEi will also provide a proposed schedule for training Prevention providers.	
A.4.5	**Continuation of Business Plan (Back-up and Contingency)** Requested Prevention changes, once implemented into NHBDAS WITS, will be incorporated into the existing WITS Backup and Contingency Plan. Those items are outline in the FEi Hosting and Disaster Recovery document.	

A.4.6	**Training Plan and Training Materials** If the contract\amendment funding includes Provider training, FEi will develop a Training Plan that will address training of the NHBDAS providers. • FEi will develop training materials that address the training requirements for the requested Prevention changes. • Training materials, once provided to NHBDAS will be updated by NHBDAS for any operational policies they seek to implement along with the requested Prevention changes. • FEi will provide hardware \ software \ internet access requirements needed at training locations for onsite provider training. • NHBDAS will secure training locations to be used for any onsite training of their providers. NHBDAS will also pay for use of those training locations. Training locations must meet the environment requirements provided by FEi.	
A.4.7	**Test Plan** • FEi will provide an overall test plan that outlines the activities, schedule and procedures associated with the tests associated with the project. • FEi will describe their process for doing unit and system testing, and recommended approach for User Acceptance Testing (UAT). • If needed, NHBDAS will modify recommended approach for UAT based on their resource levels, and priority in getting release installed. • NHBDAS has accountability for completing UAT.	
A.4.8	**System Security Plan** All modifications made for the requested Prevention changes must fall within FEi's Security and Privacy policies, and Hosting, Backup and Business Continuity policies. NHBDAS and DOIT have reviewed these policies and agree they are consistent with DOIT policies.	FEi's documented policies • FEi Security & Privacy Program Overview • FEi Hosting, Backup and Business Continuity

A.4.9	**Regular Status Meetings:** Throughout the duration of the project (from initiation through rollout), the FEi Account Manager will host and facilitate a recurring status call. During implementation, the call will be a weekly call unless the NHBDAS requests status calls on a less frequent basis During this weekly status call – updates on project activities will be provided. These updates include: • Assignment of Prevention work item to FEi business analyst, developer and tester. • Progress of work item through technical analysis, development and testing SDLC phases. • Schedule review of technical requirement that NHBDAS needs to approve prior to development starting • Assignment of work item to a FEi WITS release. • Any identified issues, risks or out of scope items that would delay the work item. Standing agenda for the meeting will be: • Project updates for requested Preventions work items • NHBDAS Operational updates. The FEi Account Manager will document the project updates in meeting minutes within 3 business days of the weekly status meeting.	
A.4.10	FEi shall maintain electronic copies of documents and document updates. Copies of project documents will be provided to NHBDAS as part of the project process and when requested.	
A.4.11	All documentation becomes part of the WITS Collaborative. Any WITS customer will be able to access project documents for work done by another WITS customers. This allows WITS customers to leverage each other's works and to aid in keeping WITS development costs low.	

A.5 System Testing Requirements

A.5.1	As WITS is hosted by FEi, FEi developers and testers conduct unit, system, connectivity and interface testing.	
A.5.2	Once the release containing the requested Prevention Changes is put into the NHBDAS WITS training environment, NHBDAS conducts Users Acceptance Testing (UAT).	

WI 37692 Clinical Reports – Changes to SATBG report tables 10A and 10B, and report T7

37692.1 Business Need and Scope Definition

When New Hampshire built their SATBG reports, the only services provided in WITS were BDAS funded. Now WITS claims can included services by many various payors, including BDAS. The SATBG reports do not currently differentiate the payors for services and so the reports are counting people treated regardless of the payors. New Hampshire needs to be able to specifically report on the number of people treated where BDAS was the payor.

Scope: This enhancement will cover the following changes for New Hampshire:

- Change the source of 4 clinical reports (Table 10a, two versions of Table 10b, and Table 7) for New Hampshire to filter based on the existence of claim items associated with CPE;
- Add manual filters for Payor Adjudication Status, Payor, TEDS, and Service all four reports;
- Add the Mean, Median and Standard Deviation calculations to Table 10A.

37692.2 Assumptions, Constraints, Dependencies

- New Hampshire has a custom version of the SA Block Grant reports.
- Only reports 10A, 10B and T7 are being modified – NHBDAS has indicated that the other reports are not impacted by various payors services appearing on those reports.

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37692.3 WITS Changes

#	Function/Service
37692.3.10A	Notes below contain screenshots of the SA Block grant report 10A that is run today.
37692.3.10A.0 Notes **SABG Table 10A (formerly 7A)**	Form 10a (formerly Form 7a) Report executed at 2/26/2018 by pcmlhan **TREATMENT UTILIZATION MATRIX** Dates of State Expenditure Period: From: 7/1/2017 To: 6/30/2018

Level Of Care	Number of Admissions >= Number of Persons		Costs per Person		
	A. Number of Admissions	B. Number of Persons	C. Mean Cost of Services	D. Median Cost of Services	E. Standard Deviation of Cost
Detoxification (24-Hour Care)			(A)	(B)	(C)
Hospital Inpatient	4	4			
Free-standing Residential	11	11			
Rehabilitation / Residential					
Hospital Inpatient	2	2			
Short-term (up to 30 days)	1048	816			
Long-term (over 30 days)	289	246			
Ambulatory (Outpatient)					
Outpatient	5052	4305			
Intensive Outpatient	1223	747			
Detoxification	763	579			
Opioid Replacement Therapy (ORT)					
Opioid Replacement Therapy	0	0			
Total	8392	6710			

Requirement ID	Description	Reference ID to Report Above
37692.3.10A.1	For all fields in this report, display values only for CPEs that have delivered service with an associated Claim Item.	N/A
37692.3.10A.2	Add a new "Payor Adjudication Status" [cd_payor_adjud_status_id] filter to this report: • Will allow the user to filter the results based on the Payor Adjudication Status each CPE's claim items. • Allow multiple selections. • Default the filter to "Paid" [-102] status.	N/A
37692.3.10A.3	Change the existing date range filters to now look at the Delivered Service Date of the associated Claim Item instead of the CPE Start and End dates. • Will display if the Delivered Service Start or End dates fall within the reporting period. • Do not look at Start/End Times for delivered Service	N/A
37692.3.10A.4	Add a new "Payor" [payor_plan.payor_plan_name] - [payor_plan.payor_company_name] filter to this report: • Will allow the user to filter based on the Claim's Payor. • Allow multiple selections. • Default the filter to "BDAS Contracted Services" payor.	N/A
37692.3.10A.5	Add a new "Service" [cd_service.service_name] filter to this report: • Will allow the user to filter based on the Claims Item's Delivered Service. • Display Services by Name. • Allow multiple selections. • Default the filter to All Services.	N/A

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37692.3.10A.6	Add a new "TEDS" [unit_program.is_public_funded] indicator filter to this report: • Will allow the user to filter based on whether the CPE has the indicator is T or F. • Deafult the filter to "T". • **Note**: Currently the report only selects if [unit_program.is_public_funded] is "T".	N/A
37692.3.10A.7	Calculate the Mean for column C: • Sum of [eob_transaction.amount] with [cd_eob_transaction_type_id] = -100 (Payment) for the claim items for the CPE ÷ unduplicated # of clients filtered by report criteria • Value will display in dollar format. • **Note:** Values will only display if the 'Payor Adjudication Status' filter includes the "Paid" value.	A
37692.3.10A.8	Calculate the Median for column D: • Middle value of [eob_transaction.amount] with [cd_eob_transaction_type_id] = -100 (Payment) filtered by report criteria • Value will display in dollar format. • **Note:** Values will only display if the 'Payor Adjudication Status' filter includes the "Paid" value.	B
37692.3.10A.9	Calculate the Standard Deviation for column E: • Sum of [eob_transaction.amount] with [cd_eob_transaction_type_id] = -100 (Payment) for the claim item for the CPE ÷ unduplicated # of clients filtered by report criteria • For each [eob_transaction.amount], subtract the Mean (above) and square the result of that subtraction • Calculate the Mean of the squared differences (from bullet above) • Square root of the Mean (from bullet above) • Value will display in dollar format. • **Note:** Values will only display if the 'Payor Adjudication Status' filter includes the "Paid" value.	C

#	Function/Service
37692.3.10B	Notes below contain screenshots of the SA Block grant report 10B that is run today.
37692.3.10B.0 Notes **SABG Table 10B (formerly 7B)**	Form 10b (formerly Form 7b) Report executed at 2/28/2018 by pcordner **Number of Persons Served (Unduplicated Count) for Alcohol and Other Drug Use in State-Funded Services by Age, Sex, and Race/Ethnicity**

	A. Total	B. White		C. Black or		D. Native		E. Asian		F. American		G. More than one		H. Unknown		I. Not Hispanic or		J. Hispanic or	
		Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
1. 17 and under	38	10	20		2							1		3	2	11	23	3	1
2. 18-24	699	211	305	9	14			1	1	2	1	7	7	65	76	276	390	19	14
3. 25-44	4384	1391	2161	25	60	1		1	3	5	9	16	22	232	458	1625	2610	46	103
4. 45-64	1396	424	746	2	25		1	2	2		4		8	50	132	473	892	5	26
5. 65 and over	118	32	81											1	4	32	83	1	2
6. Total	6635	2068	3313	36	101	1	1	4	6	7	14	24	37	351	672	2417	3998	74	146
7. Pregnant Women	104	92		1								5		6		100		4	

Numbers of Persons Served who were admitted in a period prior to the 12 month reporting period: 3726

Numbers of Persons Served outside of the levels of care described in Form 10a:

Clients with Methodone enrollments	0
Clients with ATR enrollments	0
Private Pay	1552
All Others	1995

Req. ID	Requirement	Ref. ID
37692.3.10B.**1**	For all fields in this report, display values only for CPEs that have delivered service with an associated Claim Item.	N/A
37692.3.10B **2**	Add a new "Payor Adjudication Status" [cd_payor_adjud_status_id] filter to this report: • Will allow the user to filter the results based on the Payor Adjudication Status each CPE's claims. • Allow multiple selections. • Default the filter to "Paid" [-102] status.	N/A
37692.3.10B.**3**	Change the existing date range filters to now look at the Delivered Service Date of the associated Claim Item instead of the CPE Start and End dates. • Will display if the Delivered Service Start or End dates fall within the reporting period. • Do not look at Start/End Times for delivered Service	N/A
37692.3.10B.**4**	Add a new "Payor" [payor_plan.payor_plan_name] - [payor_plan.payor_company_name] filter to this report: • Will allow the user to filter based on the Claim's Payor. • Allow multiple selections. • Default the filter to "BDAS Contracted Services" payor.	N/A
37692.3.10B **5**	Add a new "Service" [cd_service.service_name] filter to this report: • Will allow the user to filter based on the Claim's Items Delivered Service. • Display Services by Name. • Allow multiple selections. • Default the filter to All Services.	N/A
37692.3.10B.**6**	Add a new "TEDS" [unit_program.is_public_funded] indicator filter to this report: • Will allow the user to filter based on whether the CPE has the indicator is T or F.	N/A

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Req. ID	Requirement	Ref. ID
	• Deafult the filter to "T". • **Note**: Currently the report only selects if [unit_program.is_public_funded] is "T".	

#	Function/Service
37692.3.T7	Notes below contain screenshots of the SA Block grant report T7 that is run today.
37692.3.T7.0 Notes SABG Table T7	T7 form Form T7 **Retention - Length of Stay (in Days) of Clients Completing Treatment** Most recent year for which data are available? From: 7/1/2017 To: 6/30/2018

Length of Stay

Level Of Care	Total Client	Average	Median	Interquartile Range
Detoxification (24-Hour Care)				
1. Hospital Inpatient	4	2569.00	2565.50	45
2. Free-standing Residential	11	2188.00	2260.00	242
Rehabilitation / Residential				
3. Hospital Inpatient	2	2496.00	2496.50	223
4. Short-term (up to 30 days)	816	114.00	29.00	169
5. Long-term (over 30 days)	246	450.00	165.50	364
Ambulatory (Outpatient)				
6. Outpatient	4305	639.00	291.00	607
7. Intensive Outpatient	747	422.00	64.00	227
8. Detoxification	579	265.00	195.00	217
Opioid Replacement Therapy (ORT)				
9. Opioid Replacement therapy				
Total	6710			

Req. ID	Requirement	Ref. ID
37692.3.T7.**1**	For all fields in this report, display values only for CPEs that have delivered service with an associated Claim Item.	N/A
37692.3.T7.**2**	Add a new "Payor Adjudication Status" [cd_payor_adjud_status_id] filter to this report: • Will allow the user to filter the results based on the Payor Adjudication Status each CPE's claims. • Allow multiple selections. • Default the filter to "Paid" [-102] status.	N/A
37692.3.T7.**3**	Change the existing date range filters to now look at the Delivered Service Date of the associated Claim Item instead of the CPE Start and End dates. • Will display if the Delivered Service Start or End dates fall within the reporting period. • Do not look at Start/End Times for delivered Service	N/A
37692.3.T7.**4**	Add a new "Payor" [payor_plan.payor_plan_name] - [payor_plan.payor_company_name] filter to this report: • Will allow the user to filter based on the Claim's Payor. • Allow multiple selections.	N/A

Req. ID	Requirement	Ref. ID
	• Default the filter to "BDAS Contracted Services" payor.	
37692.3.T7.**5**	Add a new "Service" [cd_service.service_name] filter to this report: • Will allow the user to filter based on the Claim's Items Delivered Service. • Display Services by Name. • Allow multiple selections. • Default the filter to All Services.	N/A
37692.3.T7.**6**	Add a new "TEDS" [unit_program.is_public_funded] indicator filter to this report: • Will allow the user to filter based on whether the CPE has the indicator is T or F. • Deafult the filter to "T". • **Note**: Currently the report only selects if [unit_program.is_public_funded] is "T".	N/A

37692.4 Exclusions

#	Function/Service
37692.4.2	No training or documentation will be provided by FEi for this change, due to the limited impact on NHBDAS processes. Once the release is implemented to the NHBDAS training environment, the FEi account manager will demo the changes in SSRS to the appropriate NHBDAS staff, who are the end users for these reports.

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Attachment # 5

NH WITS Prevention Functional Requirements

Purpose: To support New Hampshire process for the NH G&C budget for Amendment H

Created by: Chris Gordon, Patty Canham

Dated: 4/13/2018

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Application Software Requirements

#	Function/Service	Notes
A.1 General Specifications		
A.1.1	The WITS system shall provide the ability to access data using open standards access drivers (please specify supported versions in the comments field). *Based on 3/24/15 discussion, Leslie Mason indicated that this requirement is met.*	WITS is on a Microsoft platform using SQL Server. Production data is copied every night into the SSRS (SQL Server Reporting System) environment. Both environments are accessible using various access drivers. In production, if NHBDAS chooses to make the data available to clients, would build a web service to support that extract to ensure that it is compliant with HIPAA and 42 CFR2 regulations. In SSRS data can be easily extracted into Excel, PDF, Word or HTML formats. NHBDAS, as the administrator, determines who has access to SSRS.
A.1.2	The WITS system software shall adhere to open standards and is not proprietary. *Based on 3/24/15 discussion, Leslie Mason indicated that this requirement is met.*	Microsoft SQL Server is not considered an "open standards" software. However, NHBDAS can easily obtain data as described in A1.1.
A.1.3	The WITS database platform shall adheres to open standards. *Based on 3/24/15 discussion, Leslie Mason indicated that this requirement is met.*	WITS Platform is Microsoft and SQL Server. Data is available in whatever formats NH chooses to use.
A.1.4	The WITS System must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats. *Based on 3/24/15 discussion, Leslie Mason indicated that this requirement is met.*	
A.1.5	The WITS system shall be Web-based compatible and in conformance with the following W3C standards: • XHTML 1.0 • CSS 2.1 • XML 1.0 (fourth edition)	WITS Standard functionality
A.1.6	The WITS system shall have the ability to operate in a virtual environment, with VMWare	WITS Standard functionality
A.1.7	The WITS system shall operates on an Oracle/Linux or Microsoft SQL database platform	WITS Standard functionality
A.2 Application Security		
A.2.1	The WITS system shall verify the identity of or authenticate all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	WITS Standard functionality

A.2.2	The WITS system shall verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	WITS Standard functionality
A.2.3	The WITS system shall Enforce unique user names.	WITS Standard functionality
A.2.4	The WITS system shall enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy. *Michael O'Neil reviewed this response on 3/24/15 and was in agreement that the FEi solution is consistent with DoIT who also follows Microsoft model.*	WITS Standard functionality
A.2.5	The WITS system shall enforce the use of complex passwords for general users using capital letters, numbers and special characters *Michael O'Neil reviewed this response on 3/24/15 and was in agreement that the FEi solution is consistent with DoIT who also follows Microsoft model.*	WITS Standard functionality
A.2.6	The WITS system shall encrypt passwords in transmission and at rest within the database.	*Passwords are encrypted over the wire and they are not stored in the database. They are stored in ADLDS.*
A.2.7	The WITS system shall expire passwords after < a definite period of time>.	*3/24/15: Mike Rogers indicated that BDAS also has operational procedures in place to disable accounts that have not been used in a certain period of time.*
A.2.8	The WITS system shall authorize users and client applications to prevent access to inappropriate or confidential data or services.	WITS Standard functionality
A.2.9	The WITS system shall provide ability to limit the number of people that can grant or change authorizations.	WITS Standard functionality
A.2.10	The WITS system shall have the ability to enforce session timeouts during periods of inactivity.	WITS Standard functionality
A.2.11	The WITS system shall have 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))	*Discussion on 3/24/15 also reviewed the testing tab, where the top 10 are covered. During that discussion, both Michael O'Neil and Leslie Mason conditionally agreed that this requirement is met. Part of that conditional agreement is satisfied by their previous review of FEi's document FEI SECURITY & PRIVACY PROGRAM OVERVIEW. The other part of that conditional agreement is dependent on their receipt and review of FEi's penetration testing - the next yearly test will take place in April, 2015.*
A.2.12	The WITS system shall not store authentication credentials or sensitive Data in its code.	WITS Standard functionality
A.2.13	The WITS system shall audit all attempted accesses that fail identification, authentication and authorization requirements.	WITS Standard functionality

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A.2.14	The WITS system shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	WITS Standard functionality
A.2.15	The WITS system must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	WITS Standard functionality
A.2.16	The WITS system shall not utilize Software and System Services for anything other than their designed for use.	WITS Standard functionality
A.2.17	The WITS application Data shall be protected from unauthorized use when at rest.	WITS Standard functionality
A.2.18	The WITS System shall keep any sensitive Data or communications private from unauthorized individuals and programs.	WITS Standard functionality
A.2.19	Subsequent application enhancements or upgrades to the WITS system shall not remove or degrade security requirements	WITS Standard functionality

A.3 Coordination with NHBDAS

A.3.1	The FEi Account Manager shall coordinate design, development, testing, and system testing with FEi development and testing staff.	
A.3.2	The FEi Account Manager will notify NHBDAS when the release containing requested Prevention changes is ready for user acceptance testing.	
A.3.3	NHBDAS will direct the FEi production support team to move the release with the requested Prevention changes to the NHBDAS WITS training environment.	
A.3.4	NHBDAS will conduct User Acceptance Testing in the WITS training environment.	
A.3.5	Once User Acceptance Testing is successfully completed, NHBDAS will direct FEi production support to move the release with the requested Prevention changes to the NHBDAS WITS production environment.	

A.4 Required Documentation

A.4.1	The FEi Account Manager shall succinctly define plans for implementation, training, testing and ongoing operations by providing written deliverables for NHBDAS review, revision and approval. • Follow up training and training documentation on requested Prevention changes will be provided by the FEi Account Manager if cost of the training has been included in the NHBDAS development amendment. • Otherwise, NHBDAS staff will create training documentation and train appropriate staff on requested Prevention changes.	

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A.4.2	**Project Management Plan** The FEi Account Manager will develop a project management plan that describes how the individual work items for the requested Prevention changes will be worked through the collaborative WITS release pipeline. The project management plan will include a detailed description of the project management approach including the following sections: • Scope management • Change control • Risk management including Risk Log management • Communications and Status reporting will be done at the weekly NHBDAS FEi status meeting. • Deliverable review process and acceptance criteria	
A.4.3	**Project Schedule** The FEi Account Manager will submit a proposed Project Schedule two (2) weeks following contract \ amendment execution. The Project Schedule will include detailed description of the Schedule, tasks, deliverables, critical events, task dependencies, and payment Schedule. The Project Schedule will indicate when feedback is needed from NHBDAS staff on such items as approval of technical requirements and approval of User Acceptance Testing.	
A.4.4	**Implementation Plan** The Implementation Plan will include • WITS release that contains the requested Prevention Changes. • Projected date (based on NHBDAS approval) for moving that release into NHBDAS training and production environments. • Dates for training NHBDAS state administrators on the requested Prevention changes. • Documentation for the NHBDAS administrators on any operational items that will need updating in the NHBDAS training or production environment (e.g. changes to contract management or agency set up, etc.) • If the contract\amendment funding includes Provider training, FEi will also provide a proposed schedule for training Prevention providers.	
A.4.5	**Continuation of Business Plan (Back-up and Contingency)** Requested Prevention changes, once implemented into NHBDAS WITS, will be incorporated into the existing WITS Backup and Contingency Plan. Those items are outline in the FEi Hosting and Disaster Recovery document.	

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A.4.6	**Training Plan and Training Materials** If the contract\amendment funding includes Provider training, FEi will develop a Training Plan that will address training of the NHBDAS providers. • FEi will develop training materials that address the training requirements for the requested Prevention changes. • Training materials, once provided to NHBDAS will be updated by NHBDAS for any operational policies they seek to implement along with the requested Prevention changes. • FEi will provide hardware \ software \ internet access requirements needed at training locations for onsite provider training. • NHBDAS will secure training locations to be used for any onsite training of their providers. NHBDAS will also pay for use of those training locations. Training locations must meet the environment requirements provided by FEi.	
A.4.7	**Test Plan** • FEi will provide an overall test plan that outlines the activities, schedule and procedures associated with the tests associated with the project. • FEi will describe their process for doing unit and system testing, and recommended approach for User Acceptance Testing (UAT). • If needed, NHBDAS will modify recommended approach for UAT based on their resource levels, and priority in getting release installed. • NHBDAS has accountability for completing UAT.	
A.4.8	**System Security Plan** All modifications made for the requested Prevention changes must fall within FEi's Security and Privacy policies, and Hosting, Backup and Business Continuity policies. NHBDAS and DOIT have reviewed these policies and agree they are consistent with DOIT policies.	FEi's documented policies • FEi Security & Privacy Program Overview • FEi Hosting, Backup and Business Continuity

A.4.9	**Regular Status Meetings:** Throughout the duration of the project (from initiation through rollout), the FEi Account Manager will host and facilitate a recurring status call. During implementation, the call will be a weekly call unless the NHBDAS requests status calls on a less frequent basis During this weekly status call – updates on project activities will be provided. These updates include: • Assignment of Prevention work item to FEi business analyst, developer and tester. • Progress of work item through technical analysis, development and testing SDLC phases. • Schedule review of technical requirement that NHBDAS needs to approve prior to development starting • Assignment of work item to a FEi WITS release. • Any identified issues, risks or out of scope items that would delay the work item. Standing agenda for the meeting will be: • Project updates for requested Preventions work items • NHBDAS Operational updates. The FEi Account Manager will document the project updates in meeting minutes within 3 business days of the weekly status meeting.	
A.4.10	FEi shall maintain electronic copies of documents and document updates. Copies of project documents will be provided to NHBDAS as part of the project process and when requested.	
A.4.11	All documentation becomes part of the WITS Collaborative. Any WITS customer will be able to access project documents for work done by another WITS customers. This allows WITS customers to leverage each other's works and to aid in keeping WITS development costs low.	

A.5 System Testing Requirements

A.5.1	As WITS is hosted by FEi, FEi developers and testers conduct unit, system, connectivity and interface testing.	
A.5.2	Once the release containing the requested Prevention Changes is put into the NHBDAS WITS training environment, NHBDAS conducts Users Acceptance Testing (UAT).	

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WI 34845 SAPBG Reports – Add Facility Filter to All Reports

34845.1 Business Need and Scope Definition

Today, New Hampshire has the ability to run the prevention SAPBG (Substance Abuse Prevention Block Grant Reports) at an agency level in the WITS SSRS environment. New Hampshire recently had some of their prevention providers consolidate under a single agency in WITS, under multiple facilities. They would like to have the ability to run all SAPBG reports that they use by facility in addition to agency.

This enhancement will cover adding a Facility filter prompt to all of New Hampshire's 8 SAPBG canned SSRS reports (Tables 31, 32, 33, 34, 35, 5A, 5B, and 9). The filter will be added to New Hampshire's custom version of the reports and not to the base/standard WITS Prevention Block Grant reports).

34845.2 Assumptions, Constraints, Dependencies

- New Hampshire has a custom version of the SAPBG reports.
- Facility (unit_id) already exists on the Prevention Plan. Because the Prevention Plan links to Planned Strategies which link to Implementation Strategies, adding the Facility filter to the New Hampshire version of the SAPBG reports should be straightforward.

34845.3 WITS Changes

#	Function/Service
34845.3.0	Notes below contain screenshots of the various Prevention block grant report that are run today. WITS Outcome List and Profile Screens for Prevention Strategy Implementation.

34845.3.0 Notes

SABG Table 31

Individual-Based Programs and Strategies—Number of Persons Served by Age, Gender, Race, and Ethnicity

SABG Table 31

Report Period - From: 1/1/2017 To: 12/31/2017

Report Run Date: 3/5/2018

New Hampshire

Category	Total
A. Age	
0-4	108
5-11	807
12-14	3,299
15-17	5,027
18-20	1,526
21-24	2,000
25-44	8,458
45-64	6,757
65 and over	1,439
Age Not Known	1,683
B. Gender	

34845.3.0 Notes

SABG Table 32

Population-Based Programs and Strategies—Number of Persons Served by Age, Gender, Race, and Ethnicity

SABG Table 32

Report Period - From: 1/1/2017 To: 12/31/2017

Report Run Date: 3/5/2018

New Hampshire

Category	Total
A. Age	
0-4	11,124
5-11	10,629
12-14	14,665
15-17	31,004
18-20	20,486
21-24	26,968
25-44	88,255
45-64	88,272
65 and over	46,596
Age Not Known	918,309
B. Gender	

34845.3.0 Notes

SABG Table 33

C

Number of Persons Served by Type of Intervention

SABG Table 33

Report Period - From: 1/1/2017 To: 12/31/2017

Report Run Date: 3/5/2018

New Hampshire

Intervention Type	Number of Persons Served by Individual- or Population- A. Individual-Based Programs and Strategies	B. Population-Based Programs and Strategies
Universal Direct	27456	N/A
Universal Indirect	N/A	1256305
Selective	733	N/A
Indicated	121	N/A
Total	28,310	1,256,305

34845.3.0 Notes

SABG Table 34

D

Evidence-Based Programs and Strategies by Type of Intervention

SABG Table 34

Report Period - From: 1/1/2017 To: 12/31/2017

Report Run Date: 3/5/2018 5:32:28 PM

New Hampshire

	Number of Programs and Strategies by Type of Intervention					
	Universal Direct	Universal Indirect	Universal Total	Selective	Indicated	Total
1. Number of Evidence-Based Programs and Strategies Funded	621	248	869	28	25	922
2. Total number of Programs and Strategies Funded	1503	1190	2693	46	29	2768
3. Percent of Evidence-Based Programs and Strategies	41%	20%	32%	60%	86%	33%

34845.3.0 Notes

SABG Table 35

E

Total Number of Evidence Based Programs and Total SAPT BG Dollars Spent on

SABG Table 35

Report Period - From: 1/1/2017 To: 12/31/2017

Report Run Date: 3/5/2018

New Hampshire

Total Number of Evidence-Based Programs/Strategies for IOM Category below:		Total SAPT Block Grant $Dollars Spent on evidence-based Programs/Strategies
Universal Direct	620	$131,568.01
Universal Indirect	248	$91,072.65
Selective	28	$4,330.43
Indicated	25	$3,535.51
Totals:	921	$230,506.60

Attachment # 5

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34845.3.0 Notes

SABG Table 5A

F

SABG Primary Prevention Expenditures Checklist

SABG Table 5a

Report Period-From: 1/1/2017 To: 12/31/2017

Report Run Date: 3/5/2018 5:34:04 PM

New Hampshire

Strategy	IOM Target	Block Grant	Charitable	DSAS	Earned/Match	Local Funds	Other	Other Federal Funds	Partnership for Success	State Funds
Alternative Activities	Indicated	$240.00								
	Selective	$817.00					$0.00			$1,091.31
	Universal	$39,422.19	$8,925.74			$25.00	$0.00		$394.42	
	UnSpecified									
Community-Based Process	Indicated	$2,878.49	$246.14			$2,198.08	$90.00		$5,460.86	
	Selective	$2,373.66	$366.82			$8,855.56	$0.00		$8,884.01	$112.00
	Universal	$362,173.44	$48,547.97			$4,349.87	$45,300.03		$7,070.07	$2,059.13
	UnSpecified									
Education	Indicated	$1,103.80	$43.33			$661.75	$28,265.17		$1,368.18	$1,200.00
	Selective	$4,018.71	$369.40			$895.64	$1,688.73		$542.70	$1,998.31
	Universal	$177,775.63	$64,150.34			$11,779.64	$11,847.00	$600.00	$8,913.37	$68,697.00

34845.3.0 Notes

SABG Table 5B

G

SABG Primary Prevention Expenditures by Institute of Medicine (IOM) Categories

SABG Table 5b

Report Period - From: 1/1/2017 To: 12/31/2017

Report Run Date: 3/5/2018 5:35:05 PM

New Hampshire

Activity	Charitable	DSAS	Earned/Match	FY 2013 SA Block Grant Award	Local Funds	Other	Other Federal Funds	Partnership for Success	State Funds
Indicated	$429.47			$4,478.01	$4,081.13	$28,355.17		$9,913.34	$1,200.00
Selective	$1,001.43			$8,313.88	$9,751.20	$1,688.73		$9,626.71	$3,201.62
Universal Direct	$78,071.24			$312,210.31	$11,996.78	$25,248.52	$400.00	$14,182.97	$69,944.00
Universal Indirect	$71,184.89			$360,032.64	$4,344.51	$58,316.37	$200.00	$4,737.76	$17.13
Total	$150,687.03			$685,034.83	$30,173.62	$113,608.79	$600.00	$38,460.78	$74,362.75
Total SABG Award									
Planned Primary Prevention Percentage									

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34845.3.0 Notes

SABG Table 9

H

Prevention Strategy Report Risk-Strategies		
SABG Table 9		
Report Run Period - From: 1/1/2017 To: 12/31/2017		
Report Run Date: 3/5/2018		
New Hampshire		
Risks	Strategies	Providers
Already using substances[09]	Accessing services and funding[45]	6
Already using substances[09]	Brochures[04]	3
Already using substances[09]	Clearinghouse/information resources centers[01]	2
Already using substances[09]	Community and volunteer training, e.g., neighborhood action training, impactor training, staff/officials training[41]	6
Already using substances[09]	Community team-building[44]	11
Already using substances[09]	Education programs for youth groups[14]	10

#	Function/Service	Reference ID (see letter on screen shots above)
34845.3.1	Add a "Facility" filter to SABG Tables 31, 32, 33, 34, 35, 5A, 5B, and 9 in SSRS • User will be able to select "All Facilities" or select one or multiple Facilities. • List of Facilities will be filtered by the selected Agency(s). • User will not be able to select a Facility until at least one Agency is selected. • User will not be able to run the report until at least one Facility is selected	N/A
34845.3.2	Add a row to Table 31 to display "Facilities". • Displays all Facilities selected from the Facilities filter.	A
34845.3.3	Add a row to Table 32 to display "Facilities". • Displays all Facilities selected from the Facilities filter.	B
34845.3.4	Add a row to Table 33 to display "Facilities". • Displays all Facilities selected from the Facilities filter.	C
34845.3.5	Add a row to Table 34 to display "Facilities". • Displays all Facilities selected from the Facilities filter.	D
34845.3.6	Add a row to Table 35 to display "Facilities". • Displays all Facilities selected from the Facilities filter.	E
34845.3.7	Add a row to Table 5A to display "Facilities". • Displays all Facilities selected from the Facilities filter.	F
34845.3.8	Add a row to Table 5B to display "Facilities". • Displays all Facilities selected from the Facilities filter.	G
34845.3.9	Add a row to Table 9 to display "Facilities". • Displays all Facilities selected from the Facilities filter.	H

34845.4 Exclusions

#	Function/Service
34845.4.2	No training or documentation will be provided by FEi for this change, due to the limited impact on NHBDAS processes. Once the release is implemented to the NHBDAS training environment, the FEi account manager will demo the changes in the appropriate WITS screens to NHBDAS staff, who will then communicate changes to appropriate NH providers.

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tel: (443) 270-5100 fax: (410) 715-6538 | www.FEIsystems.com

FEI Systems

New Hampshire WITS Changes

Contract

2010-035 State Outcomes Measurement and Management System

- *Amendment H*

Prepared By:

FEI.com, Inc.
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TEL: 443-270-5100
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4/11/2019

Introduction

The State of New Hampshire is preparing a new amendment H for the existing FEI WITS contract 2010-035 State Outcomes Measurement and Management System.

Amendment H will contain work to be supported by FEI for the following items:

1. Description of re-allocation of funds from Amendment F to Amendment H tasks
2. Inclusion of language for FEI to follow APA guidelines on usage of DSM5 codes & descriptions
3. Changes to WITS to support SAMHSA State Opioid Response (SOR) grant
4. Changes to send a nightly WITS data extract to support NH data warehouse processing
5. FY2020 to FY2023 Hosting, Maintenance and Support for the WITS system
6. FY2020 to FY2023 ongoing license\subscription costs for CONTINUUM™

This document contains FEI's feedback on those costs for the above items. Please contact Patty Canham, FEI's account manager for New Hampshire if there are questions on any of these items. Contact information is provided below:

Patty Canham
office: 443.393.2676
mobile: 410.456.3836
email: Patty.Canham@FEISystems.com

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1.0 Reallocate Amendment F Funds to Amendment H Tasks

During Amendment F, NHBDAS originally anticipated that 300 CONTINUUM™ licenses\subscriptions would be rolled out to NH staff and providers. Later, it was determined that only 100 CONTINUUM™ licenses would be needed. As a results, funds that were originally slated for the additional 200 CONTINUUM™ licenses are being re-allocated to Amendment H Tasks and\or 2019 CONTINUUM support\license costs. Below shows how the monies are being re-allocated.

Amend F Reference #	Amend F Description	Amend F Original Deliverable Amt (Gross)	FEI Billing to Date for Amend F/ Propose reducing to this amount	Proposed Carry Over to Amend H	Comments
129	31097 - CONTINUUM year 1 cost for 300 licenses (discounted cost).	$187,200	$28,015	$159,185	BDAS made change from 300 CONTINUUM licenses to 100 licenses $ 8,580 - Jun-2018 | FEI billed to Amend F ref #129 for 11 licenses (North Country) 06/1/18 - 05/31/19 $19,435 - Nov-2017 | FEI billed to Amend F ref # 129 for 23 licenses (Southeastern + BDAS) 11/1/17 - 12/31/18
130	31097 - CONTINUUM Training\support By Dr. David Gastfriend - Survey, planning and 2 onsite training sessions (4 half day sessions with 20 people each).	$18,500	$11,500	$7,000	Due to slowing out the rollout of CONTINUUM - pace of training/webinars has changed - need to carry over to amendment H $ 3,000 - PROJECTED Nov 2018 for onsite training by Dr. Gastfriend $ 3,000 - Jun 2018 | FEI billed to Amend F ref #130 for North Country onsite training $ 1,500 - Apr 2018 | FEI billed to Amend F ref #130 for South Eastern webinar $ 1,500 - Jan 2018 | FEI billed to Amend F ref #130 for South Eastern webinar
N/A	Contingency Funds for FY17 Change orders	$18,500	$0	$18,500	Did not need contingency funds in Amend F, but want to carry over to Amendment H to fund desired work items
	Totals	$224,200	$39,515	**$184,685**	Proposed carryover from Amend F to Amendment H

Amend H	Amend H Description	Amend H Deliverable Amt (Gross)	Subtotal from proposed carryover from Amend F	Description
CONTINUUM Licenses (100 total)	CONTINUUM year 2 cost for 23 licenses (1/1/2019- 12/31/2019)	$17,940		Southeastern + BDAS $65/pppm * 12 months * 23
CONTINUUM Licenses (100 total)	CONTINUUM year 2 cost for 11 licenses (6/1/2019- 12/31/2019)	$4,290		North Country $65/pppm * 6 months * 11
CONTINUUM Licenses (100 total)	CONTINUUM Year 1 cost for 66 (100 - 34) remaining licenses (9/1/2018 - 12/31/2019)	$65,208		New agencies that will receive CONTINUUM licenses $65/pppm * 16 months * 66 - 5% volume discount
CONTINUUM Training	Additional onsite training by Dr. Gastfriend for agencies receiving 66 licenses	$21,000		Assumes 7 onsite trainings @ $3,000 each
	TOTAL CONTINUUM licenses & Training	$108,438	$76,247	
WITS Clinical Updates	Updates to SABG block grant tables 10 and 11 and 7	$50,000		Original estimate was $35,000. Requested additional table to be updated - increased cost to $50,000
WITS Prevention Updates	Prevention Block Grant Reports: Add ability to use Facility on the input prompt parameters for all SSRS reports (NH)	$21,000		
	TOTAL WITS Updates	$71,000	$5,247	Recommend that remaining monies be used for Amendment H change control bucket

2.0 APA DSM5 Usage Guidelines

As part of Amendment F, NH BDAS purchased DSM5 codes and descriptions from the American Psychiatric Association (APA) to be used in WITS. As part of Amendment F, FEI had a task (which was completed) to load the DSM5 codes/descriptions into WITS.

As the purchaser of the DSM5 information, NHBDAS has to adhere to the DSM5 usage guidelines defined by APA. This includes ensuring that any providers who use the DSM5 information per direction from NHBDAS, or vendors of systems where the DSM5 codes are loaded per direction from NHBDAS, also adhere to those usage guidelines. Amendment H will include language that NHBDAS and FEI have jointly reviewed and agreed upon. Costs associated with parts of that adherence were already included in Amendment F. The Amendment H language ensures that FEI internal processes/procedures also adhere to the APA DSM5 Usage Guidelines.

3.0 WITS Changes for SAMHSA SOR Grant

New Hampshire has been awarded the SAMHSA State Opioid Response (SOR) grant. NHBDAS staff were looking to include cost of WITS changes for this grant into Amendment H due to the short timeframe between when the award is due and when services must begin (January, 2019). Requirements for this grant include

- providers capturing information on a GPRA at intake, 3 months, 6 months and discharge, must be done for 80% of clients whose services are funded by SOR
- collecting information on medications used for MAT
- collecting information about evidence based practices
- providing reports required by SAMHSA

FEI has several customers requesting modifications to WITS to support these SOR grant requirements. FEI's cost for core changes which cover the bullets above is $150,000, which also covers webinar training and 2 years of support for those changes.

NHBDAS has requested that FEI provide the SOR core changes in the New Hampshire WITS instance to support their planned hub and spoke model process. Also included costs, based on New Hampshire guidelines, for possible missed requirements and project contingencies. Those costs would only be incurred after review and approval from NHBDAS.

Costs for changes to WITS to support SOR Grant process:

$150,000	Core changes (ability for hub agency to do GPRAs, automatic upload to SPARs, collect evidence base and medication information)
$150,000	**Total**

4.0 WITS Extract to Support NH Data Warehouse

NH has a data warehouse that uses Oracle and Informatica. The NH Director of Data Analytics & Reporting has requested that a nightly WITS data extract be made available in a secure fashion on a scheduled basis. The State will then incorporate that data into their automated processes that import information into the State's data infrastructure. The data extract files shall contain sufficient information to describe the dates, scope, purpose and provider of treatment along with patient identifiers and patient demographic and treatment outcome data. NH intends to compare the BDAS data with other data sources (e.g. Medicaid, Medicare, etc.) that the State maintains. Also need to allow for time to FEI to explain\review the data model \ structure to the State data warehouse staff.

Assumptions for this quote:

- Assumes that NH staff will be able to use Informatica or an SQL instance at the NH site to receive the SQL Server log shipping transactions from the NH WITS instance.
- Assumes the data can be shipped on a nightly basis at a minimum, may be able to do this more frequently – but will determine during implementation.
- Assumes that the State can provide data warehouse staff to attend meetings to review the WITS data model \ structure.
- Assumes that the data model\structure review can be done in 40 hours or less, or a time and materials (T&M) basis.

Costs for changes to WITS Extract to support NH Data Warehouse process:

$ 8,000	Changes for FEI to put log shipping in place on secure site for NH to incorporate to automated ware house processes.
$ 7,000	T&M of $175\hour not to exceed 40 hours - for FEI review of WITS data model \ structure with NH staff
$ 15,000	**Total**

5.0 FY2020-FY2023 WITS Hosting\Maintenance and Support

FEI hosts the New Hampshire instance of the WITS system, using a US based data center and recovery center. NHBDAS has state providers utilize WITS for clinical and prevention services, in order to collect data needed for state and federal reporting.

- FEI had met previously with New Hampshire's IOT area to ensure that hosting and recovery met NH IOT hosting, recovery and security requirements.
- FEI provides Level 3 Helpdesk support and an account manager who meets with NHBDAS on a weekly basis.
- Service level agreements for Tier 3 support has been outlined in previous amendments and will continue with amendment H.
- NHBDAS requested a hosting\maintenance and support amendment for a 4 year timeframe in order to gain some cost savings given that NHBDAS needs to use WITS for that time period.

Below is the cost for Hosting\Maintenance and Support for the base WITS system for CY2020 through CY2023. This costs include Maintenance and Support for

- Base WITS software
- Clinical services software
- Prevention services software
- CONTINUUM support

Payment for each year is billed in December of the previous year.

Proposed - Amendment H					**4 Year approach**
	FY20	**FY21**	**FY22**	**FY23**	
Hosting	$60,637	$62,153	$63,707	$65,299	Amount was determined by keeping FY20 amounts same as FY19, then adding 2.5% for each subsequent year
Maintenance & Support	$367,267	$376,449	$385,860	$395,506	Amount was determined by keeping the FY20 amounts same as FY19, then adding 2.5% for each subsequent year Also added in CONTINUUM Support costs of $500/month or $6000/year in FY20
Total	$427,904	$438,602	$449,567	$460,806	

- 4 year total for Hosting: $251,796.00
- 4 year total for Maintenance and Support: $1,525,082.00

6.0 FY2020-FY2023 CONTINUUM Licenses\Subscriptions

NH BDAS has 100 staff, both at BDAS and in the NH provider community using the ASAM CONTINUUM™ software. The software is a computerized assessment that incorporates the ASAM criteria for determining level of care for clients with substance use disorders. There is a per user\license\subscription cost to use that software that needs to be paid each year.

- Per user yearly license\subscription cost for ASAM CONTINUUM software: $780.00
- Number of staff: 100 Yearly cost: 100 * $780 = $78,000.00 – 5% = $74,100
    - Note: With 100 licenses, a 5% discount is applied to the cost of the licenses\subscriptions.
- Cost for 4 years = $296,400

7.0 Payment Summary

All Costs shall be Firm/Fixed and *Fully Burdened. *Fully Burdened includes all direct and indirect cost including travel, lodging, and out of pocket costs for providing services to the State.

The State shall pay FEI an amount not to exceed $2,238,278 for the performance of all activities necessary for, or incidental to, the performance of work set forth in this proposal for FEI to supply WITS changes for the SOR grant and hosting, maintenance and support for 2020 through 2023. This quote is valid for 60 days after the State receives this document.

Item	2018	2019	2020	2021	2022	2023	
1.0 Reallocation of Amendment F to Amendment H							
CONTINUUM Year 1 (9/1/2018 - 12/31/2019) costs for 66 remaining licenses (currently 34 licenses have been assigned)	$65,208						
CONTINUUM Year 2 (6/1/2019-12/31/2019) costs for 11 licenses		$17,940					
Additional onsite training by Dr. Gastfriend		$21,000					
Clinical: Updates to SABG block grant tables 10, 11 and 7		$50,000					
Prevention: Add ability to use facility on the input prompts for all SSRS prevention block grant reports		$21,000					
2.0 APA DSM5 Usage Guidelines							
No cost - contract language change only							
3.0 WITS Changes for SAMHSA SOR Grant							
Complete requirements	$50,000						
Install to NH WITS Training instance		$50,000					
Install to NH WITS Production instance		$50,000					
4.0 WITS Extract to Support NH Data Warehouse		$15,000					
5.0 WITS Hosting\Maintenance & Support							
FY2020-FY2023 Hosting			$60,637	$62,153	$63,707	$65,299	
FY2020-FY2023 Maintenance & Support			$367,267	$376,449	$385,860	$395,506	
6.0 CONTINUUM Licenses\Subscriptions			$74,100	$74,100	$74,100	$74,100	
Total	$115,208	$224,940	$502,004	$512,702	$523,667	$534,905	**AMENDMENT H TOTAL NET NEW**
Total Net New (Item 1.0 already funded in Amendment F)	$50,000	$115,000	$502,004	$512,702	$523,667	$534,905	$2,238,278

If the State and FEI mutually agree that additional work over and above the work described in this document needs to be performed, the State and FEI will jointly develop a project change request (PCR) that describes a reason for the change, a description of the work to be accomplished, an estimate of the level of effort required, and any ramifications or impacts that performing the change may have on application system components, schedule, staffing, or costs. Any changes in cost will require generating a new amendment to ensure funding of additional, agreed upon work that has gone through the Change Control process. *Appendix A – Change Control Process* describes the process to be followed. The final quote provided for a change request as part of this process represents a firm, fixed price.

Appendix A: Change Control Process

The goal of the Change Control Process is to ensure that potential items that could impact project scope, schedule or budget are monitored, reviewed and communicated to the State and FEI.

The Change Control process is initiated when an item is identified that could impact the project.

Below are the steps for this Change Control Process

1. **Completion of the Project Change Request form.** This is completed by the person requesting the change or by the State or FEI project manager. On the next page is a sample of this form.

2. **Impact Analysis.** FEI project manager works with the project team to determine impact of the change. The determination is to:
   - Quantify and document any changes in cost or schedule for the project.
   - Quantify and document any impacts if the change is not done
   - The goal is to provide information to the project sponsors so a decision can be made to approve or deny the change.

3. **Review of change**. FEI project manager will send /present summary of change requests to State Project Manager and Project Executive.
   - State staff will review and approve or deny the Change Request.
   - If the Change Request with increased cost is approved, the State staff will initiate process to either use Contingency funds that are in the current project budget or generate an updated SOW to increase the funding to cover the cost of the change request.

Please complete this form to request a change to any of the New Hampshire WITS enhancements

This form will be used by FEI to document the customer requirements in order to develop an initial estimate \ impacts of requested changes.

Date of Initial Request: xx/xx/xxxx	Work Item: [to be entered by FEI]
Proposed Enhancement	
Provide a brief description of the enhancement:	
Enhancement Information	
What are you trying to accomplish?	
What is the workflow?	
Which users will this affect?	
Will users need different system access or role permissions?	
What are the "real world" scenarios, use cases, or user stories?	
How is this currently working? (*Example: Is there an existing paper form or software currently being utilized?*)	
Data Impacts	
Will new fields need to be added SSRS? If yes, please list.	

Are there any reports or other screens/functionality, you know of, that will be impacted?
Is there data migration involved?
Time and Budget Constraints
Provide any budgetary/contractual requirements which impact the timeframe of the enhancement:
Screenshot(s) Please attach screenshots, if applicable.

To be completed by FEI

High Level Approach Suggestions:	
Assumptions:	
Initial Estimate Range:	Date of Initial Estimate: xx/xx/xxxx

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FEI.COM, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on April 19, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **629407**
Certificate Number: **0004378918**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of January A.D. 2019.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: FEI.COM, INC.

Business ID: 629407

Business Type: Foreign Profit Corporation

Business Status: Good Standing

Business Creation Date: 04/19/2010

Name in State of Incorporation: FEI.COM, INC.

Date of Formation in Jurisdiction: 04/19/2010

Principal Office Address: 9755 Patuxent Woods Drive, Suite 300, Columbia, MD, USA

Mailing Address: 9755 Patuxent Woods Drive, Suite 300, Columbia, MD, USA

Citizenship / State of Incorporation: Foreign/Maryland

Last Annual Report Year: 2019

Next Report Year: 2020

Duration: Perpetual

Business Email: david.holtzapple@feisystems.com

Phone #: 443-270-5104

Notification Email: NONE

Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Information technology professional services.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Jiao Gu / President	9755 Patuxent Woods Drive, Suite 300, Columbia, MD, 21046, USA
Dave Castille / Vice President	9755 Patuxent Woods Drive, Suite 300, Columbia, MD, USA

Page 1 of 1, records 1 to 2 of 2

MINUTES OF MEETING OF BOARD OF DIRECTORS
OF FEI.COM, INC. ON MAY 15, 2019

A meeting of the Board of Directors of FEi.com, Inc. was held at 9755 Patuxent Woods Drive, Suite 300, Columbia, Maryland 21046 on May 15, 2019.

The following persons were present: Jiao Zhong Gu, John Town, Dave Castille, and Daniel Press.

Jiao Zhong Gu was elected chairman of the meeting, and Daniel Press was elected secretary of the meeting.

WHEREAS, the Corporation wishes to clarify and confirm signature authority for certain employees of the Corporation in order to bind the Corporation to contracts and other legal instruments,

Upon motion, the Board unanimously approved the following resolution:

RESOLVED: FEi.com, Inc confirms that Mr. Rodney Conrad, in his capacity as the General Manager and Deputy Chief Operating Officer of FEi.com, Inc., may execute Contract Amendment H for the State of New Hampshire Department of Health and Human Services Bureau of Drug and Alcohol Services 2010-035 Outcomes Measurement and Management System, and other accompanying documents, on behalf of FEi.com, Inc. and shall by the Corporation to all obligations therein by virtue of his signature.

There being no other business, upon a duly made motion, seconded and carried, the meeting was adjourned.

Daniel Press, Secretary

HILARY VIEHE
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND

Client#: 1926365 49FEICOM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2019

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

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

PRODUCER McGriff Insurance Services 3975 Fair Ridge Dr Suite 110 N Fairfax, VA 22033-2924 703 352-2222	CONTACT NAME: PHONE (A/C, No, Ext): 703 352-2222 FAX (A/C, No): 866-925-7123 E-MAIL ADDRESS:
INSURED FEI COM Inc dba FEI Systems QMX Support Services, Inc. 9755 Patuxent Woods Dr. Ste. 300 Columbia, MD 21046	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley National Insurance Company — 38911 INSURER B : ACE American Insurance Co — 22667 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			TCP7014643	04/11/2019	04/11/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			TCP7014643	04/11/2019	04/11/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			TCP7014643	04/11/2019	04/11/2020	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC7014644	04/11/2019	04/11/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	E&O			EONG46777797	04/11/2019	04/11/2020	$10,000,000 $50,000 Retention	

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

Contract #: 2010-035

Reference: Any and all operations to which this insurance applies.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
Attn: Jeffery A. Myers
125 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

E Kuper

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MT5

Rodney Conrad, Senior Vice President

Summary

Mr. Conrad serves as the Senior Vice President of Operations. As the original Project Manager and Business Analyst for FEi s Behavioral Health Electronic Health Record (EHR), he led the development and delivery of the first seven implementations. Mr. Conrad has worked in the behavioral health field since 2003. He has worked with SA/MH agencies and providers as they undertake the task of adopting Web based systems for their treatment, payment, and health care operations, including requirements gathering, funding, and program and process changes. He currently serves as the WITS Officer-in-Charge, overseeing 28+ state and county customers, and as Project Director of the OBHITA project.

Work Experience

FEi Systems, Inc., 2003 – Present
Senior Vice President, 2010 – Present
Operations Vice President 2003 – 2010

- Manage daily operations of software development and support the organization's overall management
- Resource management, multiple project oversight, liaison between program development and marketing, and customer relations and support of sales and marketing team when necessary
- As part of senior management team, involved in corporate strategy decisions and establishing the company's short and long term goals

Project Director OBHITA Application, 2009 – Present

- Oversee all aspects of project execution including working closely with the SAMHSA Contract Officer
- Work closely with the entire project team to help reach consensus regarding priorities and ensure expectations are met and exceeded
- Work closely with the FEI staff to resolve resource constraints, monitor budget, initiate, and monitor subcontractor relationships, and overall project management

Executive officer in charge of WITS, 2010 – Present
Project Director WITS Application, 2003 – 2010

- Overseeing all aspects of software development lifecycle, including requirements definition, gap analysis, systems analysis, systems design, development, testing, documentation, training, and implementation
- Served as Lead Project Manager and Lead Analyst for all WITS installations to date which include modifications for behavioral health in Alaska; development of a completely new assessment instrument for Iowa that combined ASAM measures into the ASI, mapping state data elements into Federal data requirements and; implementation of fee-for-service modules
- Working with the appropriate staff and providers at the state and county levels to bridge the gap between technical abilities and clinical needs, to ensure that the appropriate design requirement analyses measures were conducted in a way that allowed for the software development to accommodate varying clinical processes

- Working with developers, customers, subcontractors and prime contractors to manage expectations and deliverables

Knowledge Link, LTD
President, 1996 – 2003

- Founded and served as President of a $2 million a year IT services company working directly with a variety of clients in telecommunications, general business, and healthcare.
  - Consulting – Developed and performed technical training and support on HIPAA transaction, privacy and security regulations for Pennsylvania Family Doctors Association, as well as private practitioners; consulted with attorneys, practice management professionals and physicians' offices, providing audit and remediation techniques and services regarding HIPAA regulations; provide practical solutions regarding the impact of HIPAA regulations for office operations, billing, and systems; thoroughly evaluated existing practice management and EMR systems for clients, recommending best-fit for office needs and HIPAA compliance
  - Practice Management and Technology Services Consulting – Provided requirements gathering and analysis, system architecture, data migration, data scrubbing, complete application development, user training and deployment support for twelve database applications used by MedStar Health (Union Memorial Hospital); systems included patient data and billing services
  - Lucent Technologies Services Link – JSP-based intranet application with links to nine internal Lucent applications, two external B2B interfaces; supporting an average of 1,500 concurrent users; $2.7 million budget; managed diverse team of 20 developers in two geographic locations through all phases of project, to successfully combine and decommission outdated client/server systems (Java-Swing/Informix and Delphi/Oracle) into a web-based system (Java Server Pages/BEA WebLogic/Oracle); exceeded client expectations by meeting an intensive five month deadline for initial phase; performed business analysis, systems analysis, and design analysis activities and generated corresponding documentation; integrated the needs, priorities and expectations of seven different customer groups into the new system, through careful negotiation and relationship management; developed transition/decommissioning plan of old systems; developed training plan and successfully deployed system to a nationally-based active user community of 15,000 in three months

Education

- MS, Engineering Science, Computer Science, Loyola College, Baltimore, Maryland, 1992
- BS, Computer Science, James Madison University, Harrisonburg, Virginia, 1986

Patty Canham, Account Manager

Summary of Qualifications

Ms. Canham is a seasoned management professional with demonstrated success in planning, execution, and delivery to support strategic business objectives. She is recognized for delivering complex, high budget projects with multi-million dollar impacts and devising standards to reduce administrative costs. Her expertise includes: strategic business planning, previous PMP certification, information technology management, website operations management, systems development lifecycle, EDI (HIPAA X12) operations management, solutions architecture management, VRU operations management, projects with budgets up to $40 million, and outsourcing business/project functions.

Work Experience

FEi Systems, Inc.
Account Manager, 2013 – Present

- Support five accounts who use WITS functionality of substance abuse treatment services, mental health treatment services, ATR4, prevention and SBIRT; meet with customers on a scheduled basis to ensure their satisfaction with WITS and that any requested changes or reported problems are being worked on in a timely fashion
- Work with all WITS prevention customers on the Prevention WITS User Group allowing WITS Prevention customers to collaborate on prevention topics, explore opportunities for cost sharing on system changes, and address changes in the prevention industry
- Worked with the two customers (New Hampshire and State of Utah) to develop work plan and requirements to implement their WITS Prevention module in the timeframe they required; created the WITS Administrator and Prevention User Guides; trained the states on WITS Administration and supported the state training of their prevention providers; trained the states on SQL Server Reporting Systems (SSRS) so they are able to create reports from their prevention data; worked on the requirements for producing the prevention block grant reports from the WITS prevention software and completed the testing and implementation of those reports for New Hampshire; supported training of the Iowa Prevention providers
- Worked with Salt Lake County to implement changes to their WITS instance to allow for exchange of 837s/835s between WITS providers and Medicaid via the State's UHIN (Utah Health Information Network) process

JAWOOD Business Process Solutions, Inc.
Senior Business Consultant onsite at Horizon BCBSNJ, 2010 – 2013

- Created project scope and vision to use Business Process Management (BPM) technology (IBM BPM 7.5 aka Lombardi) to enable complex process for end to end account installation which involved five Horizon departments with 350 users; acted as primary business lead for requirements gathering, process design, and UAT coordination
- Created Accounts Excellence process which is weekly gathering of cross functional group to monitor inventory, escalate issues, and determine service level agreements for the Account Installation process which changed the culture from finger pointing to collaborative engagement driven by data results and led to closing of enterprise risk issue, as process put manual controls in place for Account Installation

CareFirst, BCBSMD, 1982 – 2010

Senior Director, Shared Services and Director, Operations Technical Support, 2005 – 2010

- Managed a $4.5 million yearly budget for three direct reports and 35 staff
- Saved the company over $5 million in operations expense after negotiating renewal of five year, $40 million contract for outsourced mailroom, data entry, and EDI functions
- Successfully led project efforts for the BCBSA Mandated Blue Exchange projects – CareFirst received global certification on time and within budget; over four years the four project budgets ranged from $4 million to $6 million
- Part of large $110 million project to implement TriZetto FACETS solution to replace outdated software and coordinated work for service and benefit modules which were successfully implemented in April, 2009
- Managed business operations for corporate EDI, VRU, and Provider/Member website functions; accountable for staff that was creating business requirements, testing code, and providing Tier 2 support
  - EDI had receipts of 38M claims per year through both paper and electronic conduits
  - Supported three VRU systems that handled 40M provider and member calls in a year
  - Provider and member websites received 7.8M transactions in a year and in 2009, did 22 web implementations to support process improvement and various projects

Manager of Architecture and Planning, 1998 – 2005

- Managed a team of technical staff for solutions development and had a role of Project Director for multiple projects
- Project Director for a mission critical CRM project with a total budget of $49 million; responsible for last $5M of project and closing the project; technology involved integrated telephony with a midrange package solution that interfaced to TIBCO middleware which referenced several midrange / mainframe applications; project reduced business AHT (average handle time) by 20 seconds and reduced the new employee training cycle by over two weeks
- Was thought leader and driver behind team of architects who delivered architecture for several strategic projects, including Identity Management, HIPAA and B2B which typically involved project teams of 120+ people (virtually all CareFirst applications were impacted); all of these architectures were still in place in 2012, supporting large operational transaction volumes.

Manager of Provider and Utilization Management Systems, 1992 – 1998

- Led the activities of 20 IT staff for projects and maintenance of 10 provider / utilization management applications; negotiated and set up the master agreement with IBM to bring MQSeries and MQSI technology into CareFirst BCBS which entailed developing the MQ architecture, the naming and programming standards, determining the impacts to the organizational model, and coordinating the setup of the technical environment needed to support MQSeries and MQSI

Technical Consultant, Various Developer Roles, 1982 – 1992

- Completed BCBSMD internship program and continued developing technical skills and taking on more complex technical tasks, as well as doing more work with various business staff in the claims, case management, and appeals areas; developed reputation for being able

to work with business to successfully achieve solutions that met their needs while using leading edge technology

Education

- Data Processing Certificate from Data Processing Institute, 1981
- Have credits at Loyola College, Towson State University and Essex Community College as part of their Continuing Education programs

Technical Expertise

- **Application Development**: Blue Works Live, Domino, MQSeries, SQL, TIBCO, MQSeries, CICS, COBOL, DB2, Oracle, Epiphany
- **Office Automation**: MS Word, Excel PowerPoint, Outlook, Project, and Visio; PeopleSoft, Oracle Suite, Clarity, Lotus Notes

Certifications

- PMP certification, 2006 - 2010
- Data Processing Certificate from Data Processing Institute, 1981

Marion S. Haas, Senior Business Analyst

Summary of Qualifications

Ms. Haas has ten years of progressive systems analysis and project management experience, specializing in the development of implementation strategies for new product users and designed enhancements based on customer requirements. In addition to managing a team of software developers, database architects and support technicians, she has lead multiple software implementations in various states, like Substance Abuse Treatment and Prevention or Voucher Management Systems for 14 different states during the ATR 2 and ATR 3 grant years.

Work Experience

FEi Systems, 2007 – Present

Senior Business Analyst, WITS Project, 2012 – Present

- Develop functional specifications, including prototyping, and implement new WITS functionalities; perform gap analyses, system demonstrations, and coordinate development and testing efforts
- Lead the implementation of Substance Abuse Prevention in several states
- Lead the implementation of Mental Health outpatient and inpatient treatment including a Bed Management module
- Work with Business Analysis team to define standards and maintain product consistency and data integrity
- Lead implementation of functionalities for new grants and new customers
- Contributing member in WITS strategic planning, process management, and resource selection

Project Manager, WITS Project, 2007 – 2011

- Directed the implementation of WITS for the SBIRT grant in five states; performed Gap analysis, system demonstration, development and testing coordination, onsite and web-conferencing training sessions
- Directed the implementation and deployment of Voucher Management System for the ATR3 program in 14 states
- Managed the implementation of Problem Gambling Treatment
- Managed the implementation and deployment of a Voucher Management System for the ATR2 program in six states and one Tribe; performed Gap analysis, system demonstration, development and testing coordination, on-site and web-conferencing training sessions; developed all user documentation
- Analyzed and designed a Drug Testing Management System, including deployment, testing and documentation
- Analyzed and documented SOMMS and TEDS data collection and reporting processes for several states
- Routinely interfaced with clients to understand needs and document requirements
- Managed a team of Analysts, Testers, and Developers

Fiducial Support System, Inc.
Software Development Manager, 2005 – 2007

- Managed a team of Software Developers, DBA and Support Technicians (9-12 people)
- Developed and implemented Esolutions, Fiducial's web-based application (ERP), throughout the company nationwide
- *Primary tasks*: Performed review of users' needs, wrote functional specifications, managed programming and testing; managed uploads (manual releases), user support and issue resolution; provided system demonstrations, conferencing, training, and documentation
- *Primary projects*: Created and implemented the Payroll Tax Processing module for Fiducial and its clients; enhanced Human Resources, expense request, CRM and Payroll processes; implemented a new Billing module and Contact Management module in 42 offices; implemented and enhanced the Accounting module

EDF (Electricity of France) R&D Direction
Business Analyst, 2004 – 2005

- Researched and devised a data storage and retrieval solution for data generated by diverse ergonomic studies performed in multi-media formats
- Identified and analyzed the needs, benchmarked potential solutions, and made recommendations for final implementation

University of Technology of Compiègne, France (UTC)
Business Analyst, 2003 – 2004

- Evaluated knowledge database; provided improvement proposal and action plan

Education

- Information Technology Project Management, AMA, Washington DC, 2006
- Masters, Information and Documentation Strategies, University Lille, France, 2004
- Masters, Documentation and Information Sciences, University Bordeaux, France, 2003
- Degree French Literature option Documentation University Bordeaux 3, France, 2002
- Baccalauréat (GCE Level) Literature Lycée jaufré Rudel, Blaye, France, 1998

Technical Expertise

- **Information officer skills (Documentary systems)**: indexing, reading/re-writing, notes synthesis, documentary research, business intelligence gathering
- **Databases**: SQL 2012, Access, knowledge of SSRS Reporting tool
- **Software**: Microsoft Office SharePoint Server 2012, Microsoft Visual Studio 2012, Microsoft Team Foundation Server 2012, ReSharper, Team Companion, MS Office Pro 2010, Lotus Notes ; Cindoc, File Maker Pro 5.0 ; Bibliography : EndNote v5
- **Programming Languages**: knowledge HTML, smattering of XML, PHP, MySQL, ASP.Net
- **Web-conferencing**: WebEx, Qwest, GoToMeeting and GoToTraining, Skype
- **Modeling/Prototyping**: Microsoft VISIO, Justinmind Pro 5.1.0, Method OSSAD
- **Quality Tools**: Diagrams Tree, Kiviat, Ishikawa, Affinity, and Relations

Chris Gordon, Business Analyst

Summary of Qualifications

Mr. Gordon is a Business Analyst contributing over eight years of professional experience in project management, client service, and web-based software design. He has a wide range of experience working across US and international clients, internal teams, and third parties to ensure efficient completion of various deadline-driven projects, particularly focused on software implementations, which exceed expectations to guarantee a positive client experience. He has excellent communication and project management skills coupled with proficiency in graphic design and software prototyping. His ability to take complex, sometimes esoteric concepts, and translate them into an explanation that both technical and non-technical stakeholders can understand is the underpinning of his success in this endeavor.

Work Experience

FEi Systems
Business Analyst, 2011 – Present

- Comprehension and documentation of business needs of WITS customers and stakeholders in the substance abuse and mental health field, and communication of those needs by way of technical requirements to FEi developers
- Manage implementation projects of end-to-end substance abuse prevention, substance abuse treatment and mental health treatment solutions for WITS throughout the entire software development life-cycle
- Software prototyping for existing and prospective customers
- Leader of the FEi Business Analysis Community of Practice which helps spread and enforce consistent professional best practices and guidelines across FEi projects in accordance with CMMI ML3 compliance

MSCI Inc.
Account Manager/Project Manager, 2006 – 2011

- Coordinated communication between clients, third parties, and across the organization to setup services, resolve client issues, and drive business initiatives for institutional clients in the financial industry
- Consulted with development, clients, and various internal business units within the company to successfully launch new online platforms as well the company's flagship platform
- Corporate trainer on multiple client-facing platforms; responsible for holding regular training sessions for clients, performing demos to prospective clients, and training sales staff and new hires
- Developed and implemented new procedures, workflows, and metrics that improved department productivity and reduced human error
- Provided high-level service during the prospect and implementation phases in explaining technical and complex solutions

Harbor Counseling & Consultation
Public Relations Coordinator, 2001 – 2003

- Built and maintained company website for

- Created company logo and produced brochures
- Increased client business based on client surveys

Education

- BS, Business Management, Washington Adventist University, Takoma Park, Maryland, 2013

Technical Expertise

- **Software Prototyping**: Justinmind, iRise
- **Graphic Design**: Adobe Photoshop

Deeksha Garg, Production Support Manager

Summary of Qualifications

Ms. Garg is production support manager with seven years of experience in IT involving all the stages of Software Development Life Cycle (SDLC), requirement collection, system design, database design, development, validation, integration, and system administration. She has experience with testing and validation. She has experience in object-oriented design and development and hands-on experience of Internet/Intranet application development and coding, interactive web application with database connectivity. She is a team player with strong verbal and written communication skills. She has exceptional client relationship and management skills. Ms. Garg has strong skills of problem solving in web applications, diagnostic of problem and seeking multiple solutions and evaluating alternatives. Involved in full life cycle projects. She is knowledgeable in web development protocols HTTP, HTTPS, SSL, and W3C standards including accessibility standards.

Work Experience

FEi Systems, 2011 – Present

Production Support Manager, 2014 – Present

- Lead and manage WITS production support team comprising of five team members
- Guide team members with issue tracking and resolution
- Ensure SLA compliance and report accordingly
- Help with on boarding of new customers
- Support all aspects of software development including analysis and design
- Customer support
- Develop SQL scripts to validate data
- Help with development of software components using ASP .NET and C#
- Development of dynamic web pages for the application using ASP and CSS
- Creation of system level use cases
- Develop reports using Active reports
- Used Team Foundation Server (TFS) for bug tracking and reporting

Computer Support Specialist, 2011 – 2014

- Testing and validation of software components using Telerik test studio and manual testing
- Support all aspects of software development including analysis and design
- Customer support
- Develop test cases and document all of the results
- Develop SQL scripts to validate data
- Help with development of software components using ASP .NET and C#
- Development of dynamic web pages for the application using ASP and CSS
- Creation of system level use cases
- Develop reports using Active reports
- Used Team Foundation Server (TFS) for bug tracking and reporting

Perigonsoft LLC
Software Tester/Developer, 2008 – 2011

- Tested and validated software components
- Supported all aspects of software development including analysis and design
- Customer support
- Developed test cases and documented all of the results
- Developed SQL scripts to validate data
- Assisted in the development of software components using ASP .NET and C#
- Developed dynamic web pages for the application using ASP and CSS
- Created system level use cases
- Developed reports using active reports
- Used Team Foundation Server (TFS) for bug tracking and reporting

FEi Systems, Inc.
Computer Programmer, May 2008 – September 2008

- Supported all aspects of software development including analysis, design, and testing
- Documented requirements by writing Use Cases
- Interacted with client for requirements gathering
- Upgraded version and Tested Active reports
- Reviewed functional requirements and system specifications

Education

- BE, Electronics Engineering, Modi Institute of Technology & Science, Laxmangarh, India, 2006

Technical Expertise

- **Languages:** C#, ASP, ASP .NET, VB, XML, HTML, JavaScript, SQL
- **Relational Databases:** SQL Server, Oracle 10g, MS Access, MySQL
- **Technologies:** .NET, CSS, Client Server Technology
- System Development Analysis, Design, Development, Validation, Integration, and Documentation
- **Methodologies:** Object Oriented programming, Data Base Design, UML
- Web Application Server IIS 5.0 web server
- **Software Tools:** MS Office, Eclipse, Microsoft Office tools, Visual Studio, Winrunner, Team Foundation Server (TFS)
- **Operating Systems:** Windows 2000, Windows XP, Windows 7,Linux, Windows 95, MS-DOS

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

May 1, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Information Technology (DoIT), for the benefit of Department of Health and Human Services (DHHS), Bureau of Drug and Alcohol Services (NHBDAS), to amend a **sole source** agreement (PO 1046340) with FEI.com Incorporated (Vendor #208991) located at 7175 Columbia Gateway Drive, Suite A, Columbia, MD, by increasing the price limitation by $823,719 from $4,034,726 to $4,858,445 for the purpose of continued hosting and maintenance support of the existing New Hampshire Web Infrastructure for Treatment Services (WITS) and to extend the contract completion date from June 30, 2017 to December 31, 2019. The Governor and Executive Council approved the original agreement on August 11, 2010 (Late Item A), and amended the agreement on January 19, 2011 (Item #65), July 11, 2012 (Item #33), June 5, 2013 (Item #102), June 18, 2014 (Item#101), July 22, 2015 (Item # 26), and October 26, 2016 (Item # 46).

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2018 and State Fiscal Year 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. **100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 100% federal.**

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME -ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE –OBJ (ACCOUNT) DESC	JOB #	AMOUNT
2018	01-03-03-030010-76950000- DoIT- IT for DHHS 038-509038 Agency Application Software	03950174	$401,815.00
2019	01-03-03-030010-76950000 - DoIT- IT for DHHS 038-509038 Agency Application Software	03950174	$421,904.00
		Grand Total	**$823,719.00**

Explanation

The requested sole source contract amendment provides funding for hosting and maintenance of NHWITS. The NH Web Infrastructure for Treatment System (WITS) provides a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information (e.g. client first and last name, date of birth, address, phone numbers). WITS is a Stage 1 Ambulatory Meaningful Use Certified Electronic Health Record (EHR) originally built by the Substance Abuse and Mental Health Services Administration (SAMHSA). WITS focuses on Substance Use Disorder services. SAMHSA originally funded the development of the WITS software by FEI, therefore the application meets established national standards for the tracking and reporting of drug and alcohol treatment. WITS assists in tracking and managing clients, staff, facilities, and agencies collecting treatment, prevention, Impaired Driver Care Management Program (IDCMP), Opiate Treatment Network (OTN) and recovery data. WITS is also used also to capture the Treatment Episode Data Set (TEDS) required for Federal Block Grant reporting requirements and Centers for Disease Control (CDC) National Outcomes Measurement System data submission.

FEI is the vendor that manages WITS. The system supports real world implementation and dissemination of Health Information Technology (Health IT) Tools in the Substance Use Disorder (SUD) community. WITS helps the SUD community adapt to a rapidly evolving healthcare and technology landscape. To do so, the FEI supports development, pilot testing, hosting and maintenance, implementation, dissemination, and promotion of Health IT Tools. FEI provides technical assistance to the SUD field to promote adoption and effective use of Health IT through WITS. For WITS, FEI evaluates the impact of Health IT pilot tests and the adoption Health IT among SAMHSA's SUD grantees. FEI develops standards for collecting, exchanging, and analyzing SUD National Outcomes Measures System (NOMS). FEI develops, tests, implements, and maintains electronic SUD health-related clinical quality measures.

The Department of Information Technology, for the benefit of the Department of Health and Human Services, Bureau of Drug and Alcohol Services (NHBDAS), requests approval of this contract amendment.

Respectfully submitted,

Denis Goulet

DG/ik
2010-035G
Rid # 19827

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
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Denis Goulet
Commissioner

April 28, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request for the New Hampshire Bureau of Drug and Alcohol Services (NHBDAS) to amend contract # 2010-035, Project Name: DHHS State Outcomes Measurement and Management System with FEI.Com, Inc. (FEI) of Columbia, Maryland for the services described below and referenced as DoIT No. 2010-035 Amendment G.

The purpose of this sole source amendment is for FEI.com to provide continued hosting and maintenance support for the New Hampshire Web Infrastructure for Treatment Services (WITS) system and to extend the contract completion date from June 30, 2017 to December 31, 2019.

This amendment increases the contract price limitation by $823,719 from $4,034,726 to $4,858,445 effective upon the date of Governor and Council approval through December 31, 2019.

The Department of Information Technology will include a copy of this letter with its submission to the Governor and Executive Council for approval on behalf of the Department of Health and Human Services.

Sincerely,

Denis Goulet

DG/ik
cc: Michael Rogers, DHHS
Bruce Smith, DoIT Lead for DHHS
RID # 19827

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

WHEREAS, pursuant to an Agreement approved by Governor and Council, on August 11, 2010, LATE ITEM A and amended on January 19, 2011, Item #65, and again on July 11, 2012, Item #33, and again on June 5, 2013, Item #102, and again on June 18, 2014, Item #101, and again on July 22, 2015, Item # 26, and again on October 26, 2016, Item #46 (herein after referred to as the "Agreement"), FEI.com Inc.("FEI") of Columbia, MD (hereinafter referred to as "Vendor" or "FEI") agreed to supply certain services for the Web Infrastructure for Treatment Services Software (WITS) upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the current system maintenance and support;

WHEREAS, the Vendor agrees to provide maintenance and support of the existing system;

WHEREAS, the Department and the Vendor wish to extend the completion date from June 30, 2017 to December 31, 2019;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $823,719 to bring the total contract price from $4,034,726 to $4,858,445.

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

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

The Agreement is hereby amended as follows:

Amend Section 1.7 of the Agreement (Page 1) by extending the completion date from June 30, 2017 to December 31, 2019;

Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $823,719 from $4,034,726 to $4,858,445.

The Agreement is further amended as described in Table 1:

Table 1: Changes to the Statement of Work and Exhibits

Contract #2010-035 Statement of Work Section Number	**AMENDED TEXT**
Section 1.1 Contract Documents	Add the following language to Section 1.1 Contract Documents: v. Amendment G
Contract # 2010-035 Exhibit A Section Number	**AMENDED TEXT**

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

Section 2 Deliverables, Milestones, and Activities Schedule

Add the following Deliverables to the table in section 2.1 Implementation Schedule – Activities / Deliverables / Milestones

Phase 8 Deliverables (Amendment G)				
Ref #	**Deliverable**	**Deliverable Type**	**Due Date**	**Firm Fixed Price**
137	**Hosting for base system**	**Software**	January 1, 2018 – December 31, 2019	**$118,387**
138	**Maintenance and Support for base system**	**Software**	January 1, 2018 – December 31, 2019	**$678,037**
139	**Continuum Support & Maintenance (Prevention and Clinical Services)**	**Software**	January 1, 2018 – December 31, 2019	**$12,300**
140	**Clinical Services Support & Maintenance (Prevention and Clinical Services)**	**Software**	January 1, 2018 -- December 31, 2019	**$14,995**
	Phase 8 Total			**$823,719**

Contract # 2010-035 Exhibit B Section Number

AMENDED TEXT

Section 1.1 Firm Fixed Price

Add the following table to Section 1.1 Firm Fixed Price:
Payment Schedule for Phase 8 Deliverables (Amendment G)

	WITS HOSTING SUPPORT & MAINTENANCE			
	DESCRIPTION	FY 2018 COST	FY 2019 COST	TOTAL
Amend G	Ongoing Operations			
	Hosting for base system	$57,750	$60,637	$118,387
	Maintenance and Support for base system	$330,750	$347,287	$678,037
	Continuum Support & Maintenance (Prevention and Clinical Services)	$6,000	$6,300	$12,300
	Clinical Services Support & Maintenance (Prevention and Clinical Services)	$7,315	$7,680	$14,995
	FISCAL YEAR TOTALS	$401,815	$421,904	**$823,719**

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

Table 2 Contract History: 2010-035 DHHS State Outcomes Measurement and Management

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2010-035	Original Contract	8/10/10 Late Item A	12/31/2013	$1,094,566.00
2010-035 Amendment A	1st Amendment	1/19/11 Item #65	12/31/2014	$803,935.00
2010-035 Amendment B	2nd Amendment	7/11/12 Item #33	12/31/2014	$175,320.00
2010-035 Amendment C	3rd Amendment	6/5/13 Item #102	12/31/2014	$63,040.00
2010-035 Amendment D	4th Amendment	6/18/14 Item #101	12/31/2015	$477,640.00
2010-035 Amendment E	5th Amendment	7/22/15 Item # 26	6/30/2017	$730,000.00
2010-035 Amendment F	6th Amendment	10/26/16 Item # 46	6/30/2017	$690,225.00
2010-035 Amendment G	7th Amendment	TBD	12/31/2019	$823,719.00
	CONTRACT TOTAL			**$4,858,445.00**

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

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

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

Date: 4/28/17

Rodney E. Conrad, Sr. Vice President
FEI. Com, Inc

Corporate Signature Notarized:
STATE OF Maryland

COUNTY OF Frederick

On this the 28 day of April, 2017, before me, Rodney Conrad, the undersigned Officer, personally appeared and acknowledged her/himself to be the Sr. VP. General Mgr, of FEi Com, Inc., a corporation, and that she/he, as such Sr VP. General Mgr being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Rodney Conrad.

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

Notary Public/Justice of the Peace

Jody Ann Childers
Commissioned as
Jody Ann Delgallo
Notary Public, Frederick County, MD
My Commission Expires 03/21/2020

My Commission Expires:

(SEAL)

State of New Hampshire

Date: 5/4/2017

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

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

Date: 5/10/17

State of New Hampshire, Department of Justice

46 B

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

October 11, 2016

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

Requested Action

Authorize the Department of Information Technology (DoIT), for the benefit of Department of Health and Human Services (DHHS), Bureau of Drug and Alcohol Services (NHBDAS), to amend a **sole source** agreement with FEI.com Incorporated (Vendor #208991) located at 7175 Columbia Gateway Drive, Suite A, Columbia, MD, by increasing the price limitation by $690,225.00 from $3,344,501.00 to $4,034,726.00 for the purpose of system enhancements to the existing New Hampshire Web Information Technology System (WITS) and to make two retroactive payments for FEI services that were not previously approved by the Governor and Executive Council in a previous amendment, effective from the date of Governor and Council approval through June 30, 2017. The Governor and Executive Council approved the original agreement on August 11, 2010 (Late Item A), and amended the agreement on January 19, 2011 (Item #65), July 11, 2012 (Item #33), June 5, 2013 (Item #102), June 18, 2014 (Item#101) and July 22, 2015 (Item # 26).

Funds to support this request are available in State Fiscal Year 2017, as follows. **100% Federal Funds.**

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

Class/Object	Class Title	FY 2017
102-500731	Contract for Prog Svc	$690,225.00

Explanation

This amendment represents a **sole source** request to allow DHHS to continue to enhance and modify the WITS application currently operated by FEI.com. FEI.com is the company that designed, wrote and provides support and maintenance to the WITS system. This is proprietary software that cannot be handled by another vendor due to intellectual property restrictions. WITS provides a secure, 24/7 accessible web-based information technology system utilized for the purpose of storing client demographic information (e.g. client first and last name, date of birth, address, phone numbers) for thousands of clients. Hundreds of clinicians, fifteen (15) contracted treatment providers, eight (8)

Opiate Treatment Programs, and hundreds of Impaired Driver Service Providers (IDSP) use the system for case management and other critical functions. The following NHBDAS programs rely on WITS:

1) Impaired Driver Care Management Programs (IDCMP)
2) Impaired Driver Education Programs (IDEP)
3) Prevention Services
4) Treatment Services
5) Recovery Support Services

WITS is a Stage 1 Ambulatory Meaningful Use Certified Electronic Health Record (EHR) system originally built by the federal Substance Abuse and Mental Health Services Administration (SAMHSA) and focused on Substance Use Disorder Services. WITS assists in tracking and managing clients, staff, facilities, and agencies collecting treatment, prevention, and recovery data, billing and budget tracking, and income eligibility assessments. WITS is also used to capture the Treatment Episode Data Set (TEDS) required for Federal Block Grant reporting requirements and the Centers for Disease Control and Prevention (CDC) National Outcomes Measurement System data submission.

The additional functionality of the proposed enhancements will build upon an existing WITS platform that is currently meeting the prevention, intervention, treatment, and recovery data collection and process needs of the State treatment providers for drug and alcohol misuse in the State of New Hampshire. The new software enhancements will add to the array of services currently embedded into the WITS operating system that is available for immediate use for treatment providers practicing in the State of New Hampshire.

Retroactive Payment Request

In addition to the new system enhancements, this amendment includes a request to retroactively pay two invoices totaling $96,810 for FEI services that were not approved by the Governor and Executive Council in a previous amendment. These software development services were delivered by FEI during State Fiscal Year 2015. When FEI Invoice #15424 for $122,560 arrived in June of 2015, the finance group supporting BDAS paid a partial payment of $40,750 which was the limit of the approved contract encumbrance. This invoice currently has an outstanding balance of $81,810. An additional invoice (#16169) includes services for the implementation of ICD-10 for $15,000, is still outstanding as well.

The services included software development for the WITS system to address the following:

Invoice Description	Functionality Description
18938: Provider Scorecard: Modify Pay for Performance Logic to reflect sliding fee contract (NH)	Modified the provider scorecard to reflect the move from pay for performance to fee for service billing. Scorecard now tracks the days that it takes a person to access services, completion of services, and client outcomes.
19054: Fee Determination: Add fields, payor list, and update report (NH)	Modified the fee determination module created by another state to meet the needs of NH to allow providers to apply a consistent sliding fee scale based on Federal Poverty Level
20202: Client: Allow Fee Determination to be created	Allows providers to complete the fee determination prior to intake to avoid unnecessary steps if the client is not eligible for

without intake (NH)	Department funded services based on their income.
25457: SSRS: Create 2 Partnership For Success reports (NH)	Modify existing reports by adding "veteran status" and "family veteran status"; and cost amounts for running group sessions.
11361: Diagnosis: Implement Support for ICD-10	Modified various modules to support the move from using the ICD-9 to using the more up-to-date mandatory ICD-10 codes.

The Senate Bill 2 (SB2) from budget year 2016 changed the payment model requirements for substance abuse treatment providers. Previously paid under a "pay for performance" approach, the New Hampshire law required providers to be paid under a fee for service model (with incentives). To support this change, substantial modifications needed to be made to the WITS system to accommodate this new legislative requirement (Items 18938, 19054, 20202 above). These changes needed to be made rapidly to comply with the State law.

BDAS received a Partnership For Success II (PFS) Grant from SAMHSA for investment in alcohol and substance abuse prevention activities. DHHS received the grant funds contingent upon NHBDAS remaining compliant with SAMHSA requirements, which included certain data reporting requirements. Midway during the term of the grant period, SAMHSA released new reporting requirements rendering BDAS out of compliance, without the ability to collect additional data points in the WITS system. Modifications to the WITS system were needed quickly to collect and report on veterans' status and cost information as described in Item 25457 above.

Implementation of the International Classification of Diseases, Tenth Revision (ICD-10) was obligatory in October 2015. Additional support from FEI was required to update the WITS system to support the new classification codes by the required deadline. Failure to do this would have resulted in improper billing.

With the State's opioid crisis escalating, the BDAS project team found themselves under increasing pressure to implement system enhancements to aid their prevention and treatment efforts. The BDAS staff went forward and amended the scope of services to implement the required software modifications.

The Department of Information Technology, for the benefit of the Department of Health and Human Services, Bureau of Drug and Alcohol Services (NHBDAS), requests approval of this contract amendment.

Respectfully submitted,

Denis Goulet

DG/ik
2010-035 F

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

Denis Goulet
Commissioner

October 7, 2016

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request for the New Hampshire Bureau of Drug and Alcohol Services (NHBDAS) to amend contract # 2010-035, Project Name: DHHS State Outcomes Measurement and Management System with FEI.Com, Inc. (FEI) of Columbia, Maryland for the services described below and referenced as DoIT No. 2010-035 Amendment F.

The purpose of this sole source amendment is to modify the existing New Hampshire Web Information Technology System (WITS) to further enhance WITS prevention and treatment functionality to meet the changing health care technology needs of the Bureau and to pay two retroactive invoices for services provided without Governor and Executive Council approval.

The contract amendment increases the contract price limitation by $690,225.00 from $3,344,501.00 to $4,034,726.00 effective upon the date of Governor and Council approval through June 30, 2017.

The Department of Information Technology will include a copy of this letter with its submission to the Governor and Executive Council for approval on behalf of the Department of Health and Human Services.

Sincerely,

Denis Goulet

DG/ik

cc: Leslie Mason, DHHS

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

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result on August 11, 2010, Item # LATE ITEM A and amended on January 19, 2011, Item #65 and again on July 11, 2012, Item #33 and again on June 5, 2013, Item #102, and again on June 18, 2014, Item #101 and again on July 22, 2015, Item # 26 (herein after referred to as the "Agreement"), FEI.com Inc.("FEI") of Columbia, MD (hereinafter referred to as "Vendor" or "FEI") agreed to supply certain services for the Web Infrastructure for Treatment Services Software (WITS) upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to add Deliverables;

WHEREAS, The Vendor agrees to clarify the Agreement;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $690,225.00 to bring the total contract price from $3,344,501.00 to $4,034,726.00.

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

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

The Agreement is hereby amended as follows:

Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $690,225.00, from $3,344,501 to $4,034,726.00.

The Agreement is further amended as described in Table 1:

Table 1: Changes to the Statement of Work and Exhibits

Contract #2010-035 Statement of Work Section Number	**AMENDED TEXT**
Section 1.1 Contract Documents	Add the following language to Section 1.1 Contract Documents: v. Amendment F
Section 4.1	Amend the address in Section 4.1 to the following: 9755 Patuxent Woods Drive, Suite 300, Columbia MD 21046
Contract # 2010-035 Exhibit A Section Number	**AMENDED TEXT**

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

Section 1 Deliverables, Milestones, and Activities	Add the following language to Section 1 Deliverables, Milestones, and Activities: **Phase 7 Requirements** The Project requirements contained in **Attachment 2 – NH WITS Clinical Services Functional Requirements V5** (6/02/2016) and **Attachment 3 - NH WITS Prevention Functional Requirements V4** (5/17/2016) are hereby incorporated into the Contract.
Section 2 Deliverables, Milestones, and Activities Schedule	Add the following Deliverables to the table in section 2.1 Implementation Schedule – Activities / Deliverables / Milestones

Phase 7 Deliverables (Amendment F)				
Ref #	**Deliverable**	**Deliverable Type**	**Due Date**	**Firm Fixed Price**
120	**In collaboration with the NHBDAS Team, develop requirements and specifications for the deliverables 122 through 136 below. Provide the State with a report documenting the requirements.**	**Written**	2 months after amendment receives G&C approval	**NA**
121	**Develop a detailed Work Plan including implementation steps, roles and responsibilities, and schedule for the Deliverables 122 through 136 below.**	**Written**	2 weeks after amendment receives G&C approval	**NA**
122	**28577 - Modify the NH WITS Software to enable the loading of DSM5 codes to the Diagnosis tables.**	**Software**	5 months after amendment receives G&C approval.	**$17,000**
123	**28310 - Modify the NH WITS Software Provider Scorecard Calculation in the Billing Module to allow contracted treatment provider incentive calculations.**	**Software**	5 months after amendment receives G&C approval.	**$117,700**
124	**32328 - Continuous Recovery Monitoring: Changes to NonEpisode Contact screen, generate provider SSRS report, setup cost reimbursement category.**	**Software**	5 months after amendment receives G&C approval.	**$18,600**
125	**21882 - Modify the NH WITS Software Impaired Driver Care Management Program (IDCMP) function so that it allows more than 1 active offense to exist at a time for a client.**	**Software**	5 months after amendment receives G&C approval.	**$33,100**
126	**Training and documentation for WITS Clinical changes (WI 28310, 32328, 21882) to address all 3 work items with representatives from the various provider agencies. 2 onsite visits (4 half day sessions).**	**Non-Software**	NHBDAS to determine training dates after changes are deployed to NH WITS training and UAT is approved.	**$20,000**
127	**Clinical Services Support cost for 2017.**	**Software**	1/1/2017 through 12/31/2017	**$7,315**
128	**31097 – Install, integrate (into the WITS workflow), and deploy CONTINUUM software to BDAS and providers statewide.**	**Software**	5 months after amendment receives G&C approval.	**$69,000**
129	**31097 - CONTINUUM year 1 cost for 300 licenses**	**Software**	1/1/2017 through	**$187,200**

		(discounted cost).		12/31/2017	
	130	**31097 - CONTINUUM Training\support By Dr. David Gastfriend - Survey, planning and 2 onsite training sessions (4 half day sessions with 20 people each).**	Non-Software	NHBDAS to determine training dates after CONTINUUM changes are deployed to NH WITS training and UAT is approved	**$18,500**
	131	**31097 - CONTINUUM support cost for 2017.**	**Software**	1/1/2017 – 12/31/2017	**$6,000**
	132	**20295 - Modify the NH WITS Software Prevention Module by changing the Change Sector Dropdown on Outcome Profile to Dual List Box.**	**Software**	5 months after amendment receives G&C approval.	**$17,300**
	133	**27894 - Prevention: Group, Implemented Strategy and Report Enhancements for PFS (NH)**	**Software**	5 months after amendment receives G&C approval.	**$32,500**
	134	**28964 - Modify the NH WITS Software Plan Progress Report by adding a column to track hours, remove implementing agency.**	**Software**	5 months after amendment receives G&C approval.	**$8,800**
	135	**19932 - Modify the NH WITS Software Prevention Module by enabling the application to display strategy "Status" on Planned Strategies List screen.**	**Software**	5 months after amendment receives G&C approval.	**$8,700**
	136	**32125 - Prevention: Widen field on prevention code tables so BDAS can read clearly.**	**Software**	5 months after amendment receives G&C approval.	**$13,200**
		Phase 7 Total			**$574,915**

Contract # 2010-035 Exhibit B Section Number	**AMENDED TEXT**
Section 1.1 Firm Fixed Price	Add the following table to Section 1.1 Firm Fixed Price:

Payment Schedule for Phase 7 Deliverables (Amendment F)

Development Items (Eligible for Holdback)						
Ref#	**Description**	**Percent**	**Deliverable Amt (Gross)**	**Warranty Holdback (-15%)**	**Deliverable Net Amt (Less holdback)**	**Cumulative Totals (Amend F)**
Workstream 1 - Scorecard & Billing Development						
123 124	State Acceptance of Detailed Project and Implementation Plan (Work Plan) for **WorkStream 1**	15%	$20,445.00	$3,066.75	$17,378.25	$20,445.00
123 124	UAT Approval - **WorkStream 1**	35%	$47,705.00	$7,155.75	$40,549.25	$68,150.00
123 124	Production Implementation **WorkStream 1**	50%	$68,150.00	$10,222.50	$57,927.50	$136,300.00
	Workstream 1 Subtotal		**$136,300.00**			

Workstream 2 - CONTINUUM Development						
128	State Acceptance of Detailed Project and Implementation Plan (Work Plan) for **WorkStream 2**	15%	$10,350.00	$1,552.50	$8,797.50	$146,650.00
128	UAT Approval for **WorkStream 2**	35%	$24,150.00	$3,622.50	$20,527.50	$170,800.00
128	Production Implementation for **WorkStream 2**	50%	$34,500.00	$5,175.00	$29,325.00	$205,300.00
	Workstream2 Subtotal		**$69,000.00**			
Workstream 3 - Clinical Development						
122 125	State Acceptance of Detailed Project and Implementation Plan (Work Plan) for **WorkStream 3**	15%	$7,515.00	$1,127.25	$6,387.75	$212,815.00
122 125	UAT Approval for **WorkStream 3**	35%	$17,535.00	$2,630.25	$14,904.75	$230,350.00
122 125	Production Implementation for **WorkStream 3**	50%	$25,050.00	$3,757.50	$21,292.50	$255,400.00
	Workstream 3 Subtotal		**$50,100.00**			
Workstream 4 - Prevention Development						
132 through 136	State Acceptance of Detailed Project and Implementation Plan (Work Plan) for **WorkStream 4**	15%	$12,075.00	$1,811.25	$10,263.75	$267,475.00
132 through 136	UAT Approval for **WorkStream 4**	35%	$28,175.00	$4,226.25	$23,948.75	$295,650.00
132 through 136	Production Implementation for **WorkStream 4**	50%	$40,250.00	$6,037.50	$34,212.50	$335,900.00
	Workstream 4 Subtotal		**$80,500.00**			
Non Development Items (not eligible for holdback)						
Ref #	**Description**	**Percent**	**Deliverable Amt (Gross)**	**Target Billing TimeFrame**		**Cumulative Totals**
126	Training and documentation for WITS Clinical changes (WI 28310, 32328, 21882) to address all 3 work items with representatives from the various provider agencies. 2 onsite visits (4 half day sessions).	100%	$20,000.00	Q1\2017		$355,900.00
127	Clinical Services Support cost for 2017.	100%	$7,315.00	December, 2016		$363,215.00

129	31097 - CONTINUUM year 1 cost for 300 licenses (discounted cost).	100%	$187,200.00	December, 2016		$550,415.00
130	31097 - CONTINUUM Training\support By Dr. David Gastfriend - Survey, planning and 2 onsite training sessions (4 half day sessions with 20 people each).	100%	$18,500.00	Q1\2017		$568,915.00
131	31097 - CONTINUUM support cost for 2017	100%	$6,000.00	December, 2016		$574,915.00
N/A	Contingency Funds for Change Orders	N/A	$18,500.00	N/A		$593,415.00
N/A	Funds for payment of FEI invoice #15424 & #16169 as described in the Retroactive Deliverables Table below.	N/A	$96,810.00	N/A		$690,225.00
					Deliverable Total	**$690.225.00**

Section 1.1 Firm Fixed Price

Add the following table to Section 1.1 Firm Fixed Price:

Retroactive Deliverables Table (included on FEI invoices #15424 & #16169)

Ref #	Description	Percent	Gross Amt	Holdback	Amount Paid	Amount Owed	Cumulative Total
1	18938: Provider Scorecard: Modify Pay for Performance Logic to reflect sliding fee contract (NH)	N/A	$73,550.00	N/A	$40,750.00	$32,800.00	$32,800.00
2	19054: Fee Determination: Add fields, payor list, and update report (NH)	N/A	$27,210.00	N/A	N/A	$27,210.00	$60,010.00
3	20202: Client: Allow Fee Determination to be created without intake (NH)	N/A	$12,000.00	N/A	N/A	$12,000.00	$72,010.00
4	25457: SSRS: Create 2 PFS reports (NH)	N/A	$9,800.00	N/A	N/A	$9,800.00	$81,810.00
5	11361: Diagnosis: Implement Support for ICD-10	N/A	$15,000.00	N/A	N/A	$15,000.00	$96,810.00
	Totals		**$137,560.00**			**$96,810.00**	**$96,810.00**

Section 1.1 Firm Fixed Price

Add the following table to Section 1.1 Firm Fixed Price:

	Description	Service Year	COST Year 1 FY 2011	COST Year 2 FY 2012	COST Year 3 FY 2013	COST Year 4 FY 2014	COST Year 5 FY 2015	COST Year 6 FY 2016	COST Year 7 FY 2017		TOTAL
Original	WITS Base System										
	Hosting for Base System	YR1 - 3	$44,000	$44,000	$44,000						$132,000
	S&M for Base System	YR1 - 3	$119,952	$195,215	$195,215						$510,382
Amend A	ATR Voucher Management System										
	Hosting for ATR (Additonal)	YR1 - 4	$11,040	$11,040	$11,040	$11,040					$44,160
	S&M for ATR (Additional)	YR1 - 4	$51,000	$51,000	$51,000	$51,000					$204,000
	Hosting for Base System	YR4				$44,000					$44,000
	S&M for Base System	YR4				$204,975					$204,975
Amend B	PPMS Prevention Performance Management System										
	Hosting for PPMS (Additional)										$0
	S&M for PPMS (Additional)	YR3 - 5		$8,000	$24,000	$24,000					$56,000
Amend C	PPMS Prevention Performance Management System Enhancements	No Support and Maintenance Included in Amend C									
	Hosting for PPMS (Additonal)										$0
	S&M for PPMS (Additional)										$0
Amend D	WITS Base System Enhancements										
	Hosting for Base System	YR4				$44,000					$44,000
	S&M for Base System	YR4				$195,215					$195,215
	Hosting for WITS Enhancements (Additonal)	YR5					$23,625				$23,625
	S&M for WITS Enhancements (Additional)	YR5					$100,000				$100,000
Amend E	Ongoing Operations										
	Hosting for Base System	YR6						$55,000			$55,000
	S&M for Base System	YR6						$305,000			$305,000
	Hosting for Base System	YR7							$55,000		$55,000
	S&M for Base System	YR7							$315,000		$315,000
Amend F	Enhancements to Prevention and Clinical Services										
	Continuum Support & Maintenance (Additional)	YR7							$6,000		$6,000
	Clinical Services Support & Maintenance Costs (Additional)	YR7							$7,315		$7,315
	FISCAL YEAR TOTALS		$225,992	$309,255	$325,255	$574,230	$123,625	$360,000	$383,315		$2,301,672

Section 1.1 Firm Fixed Price

Add the following table to Section 1.1 Firm Fixed Price:

FEI Rates Pricing Worksheet (Hourly Rates for Future Work)		
Position Title	**SFY 2016 7/1/15 - 6/30/16**	**SFY 2017 7/1/16 - 6/30/17**
Project Manager	$170.33	$177.14
Developer	$133.83	$139.18
Database Administrator	$121.67	$126.54
Database Developer	$146.00	$151.84

Contract # 2010-035 Exhibit F Section Number	**AMENDED TEXT**
Section 1.2 User Acceptance	Delete the following paragraph from Exhibit F Section 1.2 User Acceptance Testing: The State shall be presented with all testing results, as well as written Certification that FEI has successfully

Testing	completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from FEI that the WITS System is installed, configured, complete and ready for State testing. UAT shall be iterative as new developments are released and available for testing. And replace with: The State shall be presented with all testing results, as well as written Certification that FEI has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from FEI that the WITS System is installed, configured, complete and ready for State testing. UAT shall be iterative as new developments are released and available for testing. UAT testing shall conclude within 45 days with all issues resolved. The conclusion of the UAT testing period may be extended upon mutual agreement of the parties.
Section 4	Amend the address in Section 4 to the following: 9755 Patuxent Woods Drive, Suite 300, Columbia MD 21046
Contract # 2010-035 Exhibit O Section Number	**AMENDED TEXT**
Sections A - E	Delete the language in Exhibit O and replace with: Attached are: A. FEI Certificate of Vote/Authority B. FEI Certificate of Good Standing C. FEI Certificat e of Insurance D. DHHS Standard Certificates i. Standard Exhibits ii. HIPAA Business Associates Agreement E. Attachments i. Attachment 1 – Requirements ii. Attachment 2 - NH WITS Clinical Services Functional Requirements V5 (6/02/2016) iii. Attachment 3 - Attachment 3 - NH WITS Prevention Functional Requirements V4 (5/17/2016)
Section E. Attachments	**Attachment 2 – NH WITS Clinical Services Functional Requirements V5** (6/02/2016) and **Attachment 3 - NH WITS Prevention Functional Requirements V4** (5/17/2016) are hereby incorporated into the Contract under Section E. Attachments.
Section E. Attachments	Add the following language to language in Exhibit O – E. Attachments - Attachment 1 Requirements, Tab1 Application – Software: A1.32 Vendor shall organize, schedule, and perform formal security control gates with DHHS information security management team, will occur twice annually, and focus on information security review of in scope work completed and planned work. Specific information security topics and items for review in the control gates will be developed, scheduled, and addressed in conjunction with the DHHS Information Security Office.

Table 2 Contract History: 2010-035 DHHS State Outcomes Measurement and Management

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2010-035	Original Contract	8/10/10 Late Item A	12/31/2013	$1,094,566.00
2010-035 Amendment A	1st Amendment	1/19/11 Item #65	12/31/2014	$803,935.00
2010-035 Amendment B	2nd Amendment	7/11/12 Item #33	12/31/2014	$175,320.00
2010-035 Amendment C	3rd Amendment	6/5/13 Item #102	12/31/2014	$63,040.00
2010-035 Amendment D	4th Amendment	6/18/14 Item #101	12/31/2015	$477,640.00
2010-035 Amendment E	5th Amendment	7/22/15 Item # 26	6/30/2017	$730,000.00
2010-035 Amendment F	6th Amendment	Upon G&C Approval	6/30/2017	$690.225.00
	CONTRACT TOTAL			**$4,034,726.00**

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

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

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

Date: 9/21/16

Rodney E. Conrad, Sr. Vice President
FEI. Com, Inc

Corporate Signature Notarized:
STATE OF Maryland

COUNTY OF Frederick

On this the 21 day of Sept, 2016, before me, Rodney F. Conrad, the undersigned Officer, personally appeared and acknowledged her/himself to be the Sr. VP, of FEi Com, Inc., a corporation, and that she/he, as such Sr. VP being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Rodney Conrad.

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

Notary Public/Justice of the Peace

Jody Ann Delgallo
Notary Public, Frederick County, MD
My Commission Expires 03/21/2020

My Commission Expires: 3/21/2020

(SEAL)

State of New Hampshire

Date: 9/27/2016

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

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

Date: 10/11/16

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 10, 2015

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

Retroactive

REQUESTED ACTION

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

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

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

FISCAL DETAILS ATTACHED

EXPLANATION

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

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

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

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

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

Area Served: Statewide

Source of Funds: 100% Federal Funds.

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

Respectfully Submitted,

Diane Langley
Director

Approved by:
Nicholas A. Toumpas
Commissioner

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

Denis Goulet
Commissioner

June 26, 2015

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request amend Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035E.

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

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

Sincerely,

Denis Goulet

DG/ltm
Amendment 2010-035E

cc: Leslie Mason, DoIT
Michael Rogers, DHHS

FISCAL DETAILS

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

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

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

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

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

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

FISCAL DETAILS

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

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

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

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

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

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

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

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

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

To amend as follows:

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

Denis Goulet

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

   603-223-5701

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

   u. Amendment E

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

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

   Name: David Holtzapple
   Title: Contracts Manager
   Address: 7175 Columbia Gateway Drive, Suite A, Columbia, MD 21046
   Tel # (443) 270-5104
   eMail: david.holtzapple@feisystems.com

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

    Patty Canham
    Project/Account Manager
    7175 Columbia Gateway Drive, Suite A
    Columbia, MD 21046
    Tel: (434) 393-2676
    Cell: (410) 456-3836
    eMail: Patty.Canham@feisystems.com

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

    Jiao Gu, President & CEO
    Rodney Conrad, Senior Vice President, Operations
    Nik Garifalos, Vice President/WITS Program Director
    Shawn Hutton, Technical Director
    Ryan White, Database Architect
    Deeksha Garg, Productions Support Manager

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

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

    Michael O'Neil
    Department of Information Technology
    64 South Street
    Concord, NH 03301
    TEL: (603) 230-3459

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

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

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

    The State Project Manager is:

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

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

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

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

Dispute Resolution Responsibility and Schedule Table

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

Third	Jiao Gu President	Denis Goulet Commissioner Department of Information Technology	20 Business Days

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

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

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

TO CONTRACTOR:

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

TO STATE:

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

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

1.2 Deliverables, Activities, and Milestones

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

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

1.1. Firm Fixed Price

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

Hosting		$55,000.00	$55,000.00
Maintenance and Support		$305,000.00	$315,000.00
Subtotal FY16 & FY 17		**$360,000.00**	**$370,000.00**

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

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $3,344,501.00 ("Total Contract Price"). The payment by the State of the total

contract price shall be the only, and the complete reimbursement to Contractor for all fees and expenses, of whatever nature, incurred by Contractor in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the services performed under this contract.

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

    All invoices shall be subject to the State's prior written approval, which shall not be unreasonably delayed or withheld. Invoices shall contain detailed information, including without limitation, the following identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

    Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

25. Exhibit O, Certificates and Attachments add;

    E. Attachment 1 - Requirements

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

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

State of New Hampshire
Department of Health and Human Services

6/22/15
Date

Marilee Nihan
NAME
Deputy Commissioner
TITLE

FEi com, Inc

6/18/2015
Date

NAME Rodney E. Conrad
TITLE Sr. Vice President

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

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

HILARY VIEHE
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND

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

OFFICE OF THE ATTORNEY GENERAL

7/9/15
Date

Name: Megan A. Lapp
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

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

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

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

T1.9	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	An audit log is created whenver a user updates any item in WITS. An audit is also created whenever a user views client information.
T1.10	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	FUTURE	FEi has a robust development and testing methodology in place to minimize risk at the application level. Developers follow development best practices and development peer reviews are required before testing starts. Testers generate use cases after requirements are completed, and testing execution must pass the use cases before the change can be assigned to a release. FEi agrees to provide document that describes impact of penetration testing results to the New Hampshire WITS instance.
T1.11	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.	M	Yes	Standard	Testing is done once a year.
T1.12	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Custom	The application is currently in production on FEi's infrastructure. FEi performs monthly vulnerability scans at the network level and major changes to infrastructure are tested by FEi's IT staff. Application releases are done every 2 weeks, and developers/testers follow a methodology to minimize the application risk (see T1.12 response). Please see FEI's document **FEI SECURITY & PRIVACY PROGRAM OVERVIEW** for more information.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

HOSTING-CLOUD REQUIREMENTS

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

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

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

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

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

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

H5.5	The Vendor response time for support shall conform to the specific deficiency class as described below: o *Critical* (Class A) Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o *High* (Class B) Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o *Medium* (Class C) Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. o *Low* Deficiency - Software - Lowest priority, can be deferred. Written Documentation - Not applicable. Non Software - Not applicable.	M	Yes	Standard	Refer to the chart listed at the bottom of the 6.SUPPORT & MAINTENANCE tab for list of problem severity levels and response times.
H5.6	FEI will provide response times as specified in the chart listed at the bottom of the 6.SUPPORT & MAINTENANCE tab. NHBDAS will provide the first tier support for items that can be addressed by NHBDAS staff (eg. password resets, questions from agencies on rates, etc). For items that can't be addressed by NHBDAS, FEi's Help Desk Support has dedicated phone support available during business hours of Monday through Friday from 8am to 6pm EST. NH can send emails / support tickets / voice mail 24/7. Problem categorization is defined in Requiremetn H5.5 above and response time is outlined in the chart at the bottom of tab 6. SUPPORT & MAINTENANCE. Target response time for email and online support is 24 hours or less.	M	Yes	Standard	
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	Weekly Reboots (Sun 2am EST)
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

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

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

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

Standard Problem level matrix:

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

High	2-3 hours	8-12 hours	24 hours
Medium	1 Hours	21 hours	40 hours
Low	4 hours	40 hours	80 hours

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

PROJECT MANAGEMENT

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

CONSENT TO ASSIGNMENT

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

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

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

Department of Health and Human Services:

By: _____
Nicholas A. Toumpas

Title: _____
Commissioner

Date: 6/24/15

Department of Information Technology:

By: _____
Denis Goulet

Title: _____
Commissioner

Date: 6/26/2015

FEI.Com, Incorporated:

By: _____
Rodney E Conrad

Title: Sr. Vice President
Sr. Vice President

Date: 6/18/2015

(Seal)

STATE OF Maryland

COUNTY OF Frederick

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

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

Notary Public/Justice of the Peace: _____

HILARY VIEHE
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND

SSM

IV 10I

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

Nicholas A. Toumpas
Commissioner

Diane Langley, Director
Sheri Rockburn, Director

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

April 29, 2014

Sole Source

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

REQUESTED ACTION

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

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2011	103-502664	Contracts for Op Svc	$147,591.00	$0.00	$147,591.00
SFY 2013	102-502664	Contracts for Prog Svc	$24,0000.00	$0.00	$24,000.00
SFY 2013	102-502664	Contracts for Op Svc	$190,360.00	$0.00	$190,360.00
SFY 2014	102-502664	Contracts for Prog Svc	$24,000.00	$0.00	$24,000.00
SFY 2015	102-502664	Contracts for Prog Svc	$0.00	$30,000.00	$30,000.00
		Sub-Total	$385,951.00	$30,000.00	$415,951.00

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

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

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

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

EXPLANATION

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,

Sheri Rockburn, Director
Division of Community Based Care

Approved by:
Nicholas A. Toumpas
Commissioner

SR/lc

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

Peter C. Hastings
Commissioner

May 22, 2014

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035D.

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

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

Sincerely,

Peter C. Hastings

Peter C. Hastings

PCH/ltm
Amendment 2010-035D

cc: Leslie Mason, DoIT
Michael Rogers

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

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

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

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

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

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Statement of Work – Contract Agreement by increasing the Price Limitation by $477,640.00 from $2,136.861.00 to $2,614,501.00.

2. The Scope of Work of the Agreement is further amended as described in Table 1:

Table 1

Contract #2010-035 Scope of Work Section Number	**AMENDED TEXT**
Section 1.1 Contract Documents	Add the following language to this section: s. Amendment D
Contract #2010-035 Scope of Work Section Number	**AMENDED TEXT**

Exhibit A Section 1 Deliverables Milestones and Activities	Add the following enhancements to Web Infrastructure for Treatment Services Software (WITS) requirements to Exhibit A Section 1: Deliverables, Milestones, and Activities. To be built upon the existing functionality for Treatment.	
	Phase 6: WITS Requirements Further Enhancements	
	103.	FEI shall provide the WITS to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Exhibit A: Statement of Work.
	104.	Client Profile: turn on business rule to require that 1 client address be entered. $1,500.00
	105.	Turn on Fee Determination screen • New Fee Determination screen for provider to capture client's income information to calculate FPL % and cost share. • Generate report option on Fee Determination allows printing of form for client\staff to sign indicating that financial discussion occurred. • Need BDAS to finalize verbiage on the Fee Determination report $21,300.00
	106.	Enable Client Cost Share • New System Administration option for BDAS to update Federal Poverty Levels (FPL) and associated client cost share %s. • FEi to turn on configuration parameter Cost Share Type • This allows cost share information to be displayed on the Group Profile, Contract Service Rate Profile, and Client Group Enrollment $15,750.00
	107.	Performance Scorecard • Modify to ensure consistency with new provider contracts • BDAS to provide updated version of contract $21,450.00
	108.	Fee Determination Improvements • Add fields to Fee Determination screen to capture Medicaid, private insurance or self-pay enrollment and/or BDAS client eligibility. • From that information, automatically generate the appropriate Client Group Enrollment $4,800.00
	109.	Client Statement • Provide statement of what client owes • TBD – have no requirements on how this should appear $5,000.00

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

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

Exhibit B **Section 2**	**2. TOTAL CONTRACT PRICE** Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $2,614,501.00 ("Total Contract Price"). The payment by the State of the total contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the services performed under this contract.

1. DELIVERABLE PAYMENT SCHEDULE

1.1. Firm Fixed Price

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

Table 1 – Payment Schedule

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

Total Contract Price for Implementation (One Time Costs)	**$114,800.00**

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 $2,614,501.00 ("Total Contract Price"). The payment by the State of the total contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

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

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

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

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

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

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

Date: 4/23/14

Jiao Z. Gu, President
FEI.Com, Incorporated

Corporate Signature Notarized:
STATE OF MARYLAND

COUNTY OF HOWARD

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

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

Gayle C. Rogers
Notary Public/Justice of the Peace

My Commission Expires: 11-30-2014

(SEAL)

State of New Hampshire

Date: 5/28/14

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

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

Date: 5/28/14

State of New Hampshire, Department of Justice

Amendment #1

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

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

G+C 6/5/13
#102

April 8, 2013

Sole Source
100% Federal

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

REQUESTED ACTION

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

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

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

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

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

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

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

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

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

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

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-502664	Contracts for Prog Svc	95846502	$24,0000.00	$0.00	$24,000.00
SFY 2014	102-502664	Contracts for Prog Svc	95846502	$24.0000.00	$0.00	$24,000.00
			Sub-Total	$48,0000.00	$0.00	$48,000.00

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

Fiscal Year	Class/ Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-502664	Contracts for Op Svc	95845376	$127.320.00	$63,040.00	$190,360.00
			Sub-Total	$127,320.00	$63,040.00	$190,360.00
			TOTAL	$2,073,821.00	$63,040.00	$2,136,861.00

EXPLANATION

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

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

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NJR/vtm

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

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

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

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

WHEREAS, the Department wishes to increase the Contract price by $63,040.00 increasing the total contract price from $2,073,821.00 to $2,136.861.00.

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Statement of Work – Contract Agreement by increasing the Price Limitation by $63,040.00 from $ $2,073,821.00 to $2,136.861.00.

2. The Scope of Work of the Agreement is further amended as described in Table 1:

F 1-12-13

Table 1

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

Deliverables Milestones and Activities	and Activities. To be built upon the existing functionality for Prevention.	
	Phase 5: PPMS Requirements Further Enhancements	
	92.	FEI shall provide the PPMS to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Attachment A: Statement of Work.
	93.	**AMENDMENT LANGUAGE:** 1. Build upon the existing functionality designed for Prevention, to enhance coalition/strategic prevention framework in New Hampshire. This would include the ability for Regions to record, document and report upon the accomplishment of milestones and entry of prevention products, with emphasis on evaluation and outcomes phases. $8,300 a. Build upon the existing Strategy implementation mechanisms to allow for more robust collection of policy, practice and process related outcomes directly tied to strategic initiatives. b. Adds the ability for planned and actual outcomes to be mapped to IOM classification categories c. Captures additional outcomes related to policy, practice and procedure. d. Build the ability for the capture of the activities associated with Regional Network System Facilitation. 2. Provide for statewide planning and implementation for data collection of statewide contracts such as; training and technical assistance activities performed by the State's technical assistance contractor, which support the prevention community infrastructure. **$7,420** a. Modify the strategy planning module to accommodate the plan entry needs for Training and Technical Assistance plans for both Prevention and Treatment statewide b. Modify the Strategy implementation entry to accommodate required data collection for training and technical assistance activities (for prevention and treatment) 3. Alignment of strategies with multiple goals and objectives. Aligning strategy implementation with CSAP Categories and CSAP Activities. **$30,660** a. Modify the existing Prevention Plan so that a single strategy may be aligned with multiple objectives in the plan. b. Modify the existing strategy implementation modules so that the implementation of those strategies may be aligned directly with CSAP Categories and CSAP Activities. 4. Enhancements to prevention reporting to facilitate the private public partnership between the bureau and the community infrastructure. **$13,860** a. Allow external Provider Entity to manage their own plan in the system, which will have strategies that are applicable on

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

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

Exhibit B Section 1.1	Delete Section *1.1 Firm Fixed Price* and replace with: **1.1. Firm Fixed Price** This is a Firm Fixed Price (FFP) Contract totaling $2,136.861.00for the period between the Effective Date through December 31, 2014. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:
Exhibit B Section 1.1	Add Table 2 "Payment Schedule" to Section 1.1 *Firm Fixed Price* as specified in Attachment A.
Exhibit B Section 2	Delete the following language from Section 2 *Total Contract Price* and replace with: **2. TOTAL CONTRACT PRICE** Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $2,136.861.00. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

1. **DELIVERABLE PAYMENT SCHEDULE**

1.1. Firm Fixed Price

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

Table 1 – Payment Schedule

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

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

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

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $63,040. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

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

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

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

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

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

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

_____ Date: 3/27/2013
Jiao Z. Gu, President
FEI.Com, Incorporated

Corporate Signature Notarized:
STATE OF Maryland
COUNTY OF Howard

On this the 27th day of March, 2013, before me, Hilary Viehe, the undersigned Officer, Dr Jiao Gu, personally appeared and acknowledged her/himself to be the President/CEO, of FEI.com, Inc, a corporation, and that she/he, as such President/CEO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Dr Jiao Gu, President/CEO of FEI.com, Inc

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

_____
Notary Public/Justice of the Peace

HILARY VIEHE
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND

My Commission Expires: 12/22/13

(SEAL)

State of New Hampshire

_____ Date: _____
Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services

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

_____ Date:
_____State of New Hampshire, Department of Justice

CERTIFICATION CATEGORY:

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

REVIEWED BY: _____
(NAME AND TITLE) (DATE)

APPROVED_____ DISAPPROVED_____

DATE CERTIFICATE: FROM: _____ TO: _____

PROGRAM CAPACITY: OP_____ IOP_____

NOTES:

COMMENTS ON CERTIFICATE:

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

Peter C. Hastings
Acting Commissioner

April 30, 2013

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request amend Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035C.

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

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

Sincerely,

Peter C. Hastings

PCH/ltm
Amendment 2010-035C

cc: Leslie Mason, DoIT
Valerie Morgan, DHHS

Amend C

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

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

April 8, 2013

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

Requested Action and Explanation

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

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

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

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

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

Prior Related Actions

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

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

Alternatives and Benefits

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

Impact on Other State Agencies and Municipalities

There are none anticipated.

Supporting Documentation

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

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Summary of Requested Action

Date of most recently approved NHITP: October 18, 2005

NHITP Initiative / Project Name: N/A

NHITP Initiative / Project Number: N/A

A&E System Request ID: NA

Requisition Information:

Vendor Name: FEI.com, Inc.

Funding Sources and Amounts:

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

CONTACT PERSON:

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

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CERTIFICATION

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

Respectfully submitted,

Joseph P. Harding
Director, BDAS

Nancy L. Rollins
Associate Commissioner, DCBCS

Steven J Kelleher
Information Technology Manager
NH Department of Information Technology

Approved by:
Nicholas A. Toumpas
Commissioner

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

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

June 12, 2012

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

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

REQUESTED ACTION

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

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

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

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

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

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

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

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

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

50015

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

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

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

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NJR/vtm

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

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2010-035, on August 11, 2010, Item #LATE ITEM A and amended on January 19, 2011, Item #65, (herein after referred to as the "Agreement"), FEI.com Inc. ("FEI") of Columbia, MD (hereinafter referred to as "Vendor') agreed to supply certain services for the Web Infrastructure for Treatment Services Software (WITS) in accordance with the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

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

WHEREAS, the Department wishes to increase the Contract price by $175,320.00 increasing the total contract price from $1,898,501.00 to $2,073,821.00.

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Statement of Work – Contract Agreement by increasing the Price Limitation by $175,320.00 from $1.898,501.00 to $2,073,821.00.

2. The Scope of Work of the Agreement is further amended as described in Table 1:

Table 1

<table>
<tr><th>Contract #2010-035 Scope of Work Section Number</th><th>AMENDED TEXT</th></tr>
<tr><td>Statement of Work
Terms and Definitions</td><td>Add new definition:
<table><tr><td>NHWITS</td><td>Web Infrastructure for Treatment System</td></tr><tr><td>PPMS</td><td>Prevention, Performance Management System</td></tr><tr><td>WITS Prevention</td><td>Prevention, Performance Management System.</td></tr></table></td></tr>
<tr><td>Section 1.1
Contract Documents</td><td>Add the following language to this section:
q. Amendment A
r. Amendment B</td></tr>
</table>

Section 4.3.3.1	Amend FEI's Key Project Staff to read: Jennifer Conrad
Section 4.5 State Project Manager	Amend State Project Manager information to: Delete: John Sweeney Replace with: Michael Rogers
Section 13.6 Dispute Resolution	Replace the name James Shanelaris with Michael Rogers
Contract #2010-035 Scope of Work Section Number	**AMENDED TEXT**
Exhibit A Section 1 Deliverables Milestones and Activities	Add the following Prevention, Performance Management System (PPMS) requirements to Exhibit A Section 1: *Deliverables, Milestones, and Activities*.

Phase 5: PPMS Requirements	
92.	FEI shall provide the PPMS to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Attachment A: Statement of Work.
93.	The enhanced prevention data System will have several modules and several elements within each module: 1) Contracted agency information 2) Governance membership, member contact information with running report of meeting dates and topics discussed 3) Planning module to include Targeted Outcome Indicator(s), Goal(s), Targeted Risk or Protective Factor(s) relevant to Objective(s) by domain (individual/peer, school, family, community, society), Name of Intervention(s), targeted service population, projected number of participants, projected start and end date, and funding source(s) and anticipated expense to implement 4) Implementation Reporting related to planned interventions, based on the six CSAP strategies and subset of strategies, targeted population using the IOM, citing sector approaches, coalition meetings with sector representation, by location and geographical account. Identify approximate funding amount used in implementation and source funds including any in kind with associated dollar amount. The System has the ability to capture single events and session (reoccurring) events with non-duplicated number of participants. The System provided various reports for a) service provider, b) regional network c) state aggregated data.
94.	The Bureau of Drug and Alcohol Services (BDAS) is currently using the New Hampshire Web Infrastructure for Treatment System (NHWITS) as its information management and data reporting system as well as the provision of an electronic clinical health record for alcohol and drug

		treatment service providers. This project will entail modifications to the existing New Hampshire Web Infrastructure for Treatment System (NHWITS) to further enhance WITS prevention functionality to establish a prevention information, performance, reporting and management system tailored to BDAS needs. This System will also be used by BDAS Regional Network contractors for information, management and reporting purposes to enhance contract performance. Additionally, the System will automate required data reporting for the Substance Abuse and Mental Health Services Administration (SAMHSA) Substance Abuse Prevention and Treatment (SAPT) block grant ($6.6 million). Funding to enhance WITS is available from SAMHSA Strategic Prevention Enhancement one-year planning / capacity grant. Federal Block Grant funds will be utilized for maintenance. This System is currently hosted and maintained by FEI Inc. under a contract with DHHS and approved by DOIT.
		Base PPMS Functionality
	95.	To more fully address the State's requirements, the FEI Team shall implement the following: 1. Perform System Configuration and Gap Analysis: a. FEI experts will guide the state through critical system decision-making and provide consultation regarding the use of the System for the Prevention program. b. FEI shall enable existing functionality for Prevention in the NH WITS System. c. FEI shall provide a detailed project and implementation plan.
		New Functionality
	96.	2. New Functionality: a. FEI will perform a gap analysis, reviewing base Prevention functionality and noting areas where the System must be modified to meet the business requirements of the NH Prevention program. b. All required functionality will be documented; requirements will be delivered to the state and reviewed with state representatives, then modified as appropriate. c. According to approved requirements, FEI will design and develop enhancements to support the Prevention program in NH. d. Enhancements will be fully tested according to the contract, then FEI will provide support to NH officials regarding their UAT of all deliverables. e. FEI will deploy enhancements to the NH WITS

		production site as approved by the state through the UAT process. 3. FEI will configure the SSRS reporting instance for NH to include Prevention entities, reports from other Prevention WITS customers, and develop new reports for the NH Prevention Program. 4. FEI will provide user training and documentation for the WITS Prevention process and functionality. 5. FEI will continue to provide support and maintenance according to contract guidelines. Assumptions regarding the above deliverables: 1. The basic tenets of the overall contract will be met, in terms of state and contractor responsibilities, duties, performance and conditions. 2. Training will include one day of System administration training for program staff, one day of training for prevention users, with follow-up web based training sessions. 3. Full detailed user documentation will be delivered after the initial enhancements are completed; this will be updated annually as new enhancements are added. 4. FEI will provide support regarding the System and technical System assistance throughout the life of the contract, as needed by the state.
	97.	All required functionality will be documented; requirements will be delivered to the state and reviewed with state representatives, then modified as appropriate.
	98.	According to approved requirements, FEI will design and develop enhancements to support the PPMS application in NH.
	99.	Enhancements will be fully tested according to the contract, then FEI will provide support to NH officials regarding their UAT of all deliverables.
	100.	FEI will deploy enhancements to the NH WITS production site as approved by the state through the UAT process.
	101.	FEI will provide user manual, training and documentation for the WITS PPMS application
	102.	FEI will continue to provide support, maintenance, and hosting according to contract guidelines.
		General Requirements
	103.	FEI will provide support and maintenance for this System,

Exhibit B Section 1.1	Delete Section *1.1 Firm Fixed Price* and replace with: **1.1. Firm Fixed Price** This is a Firm Fixed Price (FFP) Contract totaling **$2,073,821.00** for the period between the Effective Date through December 31, 2014. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:
Exhibit B Section 1.1	Add Table 2 "Payment Schedule" to Section 1.1 *Firm Fixed Price* as specified in Attachment A.
Exhibit B Section 1.1	Add PPMS prevention application and enhancements; hosting and support and maintenance table, Table 3, as specified in Attachment A.
Exhibit B Section 1.1	Delete the existing Hosting and support and maintenance table and replace with Table 4, as specified in Attachment A.
Exhibit B Section 2	Delete the following language from Section 2 *Total Contract Price* and replace with: **2. TOTAL CONTRACT PRICE** Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **$$2,073,821.00**. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.
Exhibit B Section 3	Invoicing after invoices shall be sent to: Delete c/o Jim Shanelaris replace with Michael Rogers

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

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2010-035	Original Contract	8/10/10 Late Item A	$1,094,566.00
2010-035 Amendment A	First Amendment	1/19/11 Item #65	$ 803,935.00
2010-035 Amendment B	Second Amendment	Upon G&C Approval	$ 175,320.00
	CONTRACT TOTAL		$2,073,821.00

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

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

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

Jiao Zhong Gu — Date: 5/29/2012

Jiao Zhong Gu, President and CEO
FEI.com, Inc.

Corporate Signature Notarized:
STATE OF Maryland

COUNTY OF Howard

On this the 29th day of May, 2012, before me, Hilary Viehe, the undersigned Officer, Dr. Jiao Gu, personally appeared and acknowledged her/himself to be the President/CEO, of FEI.com, Inc, a corporation, and that she/he, as such President/CEO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Dr. Jiao Gu, President/CEO of FEI.com, Inc.

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

HILARY VIEHE
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND

Notary Public/Justice of the Peace

My Commission Expires: 12/22/13

(SEAL)

State of New Hampshire

Date: _____

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

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

Date: _____

State of New Hampshire, Department of Justice

ATTACHMENT A

Table 2– Payment Schedule

PAYMENT SCHEDULE					
Description	**Percent**	**Deliverable Amount (Gross)**	**Holdback Amount -15%**	**Deliverable Net Amt (Less holdback)**	**Cumulative**
Implementation and Development for WITS Prevention System					
Upon Contract Signing	25%	$29,830	$2,430	$27,400	$29,830
Delivery of Detailed Project and Implementation Plan	25%	$29,830	$2,430	$27,400	$59,660
Requirements Sign off for all new functionality	25%	$29,830	$2,430	$27,400	$89,490
Delivery of Programming Changes for UAT	25%	$29,830	$2,430	$27,400	$119,320
Total Contract Price for Implementation (One Time Costs)					**119,320**

Support and Maintenance (Additional for Prevention)					
Year 1 (9/1/12 – 12/31/12)	100%	$8,000	N/A	N/A	$8,000
Year 2 (1/1/13 – 12/31/13)	100%	$24,000	N/A	N/A	$32,000
Year 3 (1/1/14 – 12/31/14)	100%	$24,000	N/A	N/A	$56,000

State Fiscal Year 13					
Contract Signing	7/1/12	$ 27,400			
Delivery of Detailed Project and Implementation Plan	7/1/12	$ 27,400			
Requirements Sign off for Enhancements	7/1/12	$ 27,400			
Delivery of all Programming Changes for UAT	8/31/12	$ 27,400			
Holdback	8/31/12	$ 9,720			
Support for 4 months	8/31/12	$ 8,000			
	Subtotal FY12	**$ 127,320**			
State Fiscal Year 12					

Year 2 Support and Maintenance (Annual payment)	1/1/2013		$ 24,000		
	Subtotal FY13		**$ 24,000**		
State Fiscal Year 14					
Year 3 Support and Maintenance (Annual payment)	1/1/2014			$ 24,000	
	Subtotal FY14			**$ 24,000**	
State Fiscal Year 14					
GRAND TOTAL for years 1-3					**$ 175,320**

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

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

January 6, 2011

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

REQUESTED ACTION

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

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

The geographic area to be served is statewide.

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

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

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/lc

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

Peter C. Hastings
Interim Commissioner

GC
1-19-11
Item #65

January 6, 2011

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request amend Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035A.

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

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

Sincerely,

Peter C. Hastings

PCH/ltm
Amendment 2010-035A
RID #10885

1-4-11

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

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

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to add Deliverables for an Access to Recovery (ATR) Voucher Management System (VMS) to the Statement of Work;

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

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

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Statement of Work – Contract Agreement by changing the Completion Date to December 31, 2014.
2. Amend Section 1.8 of the Statement of Work – Contract Agreement by increasing the Price Limitation by $803,935.00 from $1,094,566.00 to $1.898,501.00.

3. The Scope of Work of the Agreement is further amended as described in Table 1:

Table 1

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

<table>
<tr><td></td><td>The State, including but not limited to the Department of Health and Human Services and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from FEI to the State, and the State acceptance of FEI's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.</td></tr>
<tr><td>Exhibit A</td><td>Add the following ATR Voucher Management System requirements to Exhibit A Section I: Deliverables, Milestones, and Activities.
<table>
<tr><td>72.</td><td>Renewal of Year 4 Annual Hosting Services 1/1/14 – 12/31/14</td></tr>
<tr><td></td><td>ATR Voucher Management System Requirements</td></tr>
<tr><td>73.</td><td>FEI shall provide the ATR Voucher Management System (ATR VMS) to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Attachment A: Statement of Work.</td></tr>
<tr><td></td><td>Base ATR Functionality</td></tr>
<tr><td>74.</td><td>FEI ATR experts will guide the state through critical Federal Access to Treatment (ATR3) grant decision-making and provide program consultation.</td></tr>
<tr><td>75.</td><td>FEI shall provide assistance with the RTI technical readiness review, as requested by the state.</td></tr>
<tr><td>76</td><td>FEI shall ensure that the base NH WITS system meets system certification for Service Accountability Improvement System (SAIS) uploads with RTI, prior to go-live. This will include the upload of Government Performance and Results Act (GPRA) data, Voucher Information, and Voucher Transactions, as required by the grant.</td></tr>
<tr><td></td><td>New Functionality</td></tr>
<tr><td>77.</td><td>FEI will perform a gap analysis, reviewing base WITS ATR functionality and noting areas where the system must be modified to meet the business requirements of the NH ATR program.</td></tr>
<tr><td>78.</td><td>Configuration items – specific examples of items to be done for NH WITS, based on the GAP
a. Changes to the intake screen
b. Changes to the encounter screen
c. Menu item changes (e.g., hide admission and discharge)
d. Business rules regarding completion of an assessment in an ATR intake
e. ASAM Screen and Recovery plan with recovery check up
f. Payor plan client lifetime cap, client service lifetime cap and contract monthly cap
g. Allow referral from an ATR program to a non-ATR program
h. Default close date of voucher to 60 days
i. Partial automation of the provider and payor billing process
j. Fee determination – turn on (MOP)
k. Enable auto-population of GPRA discharge from GPRA follow up
l. Potential enabling of ability for Care Coordinator to view the encounter service detail from providers
m. Enable GAIN SS and potentially the RSS screener</td></tr>
<tr><td>79.</td><td>Enhancements</td></tr>
</table></td></tr>
</table>

		a. Populate the ASI with the intake GPRA b. Payment file for NH First c. Request for change of services/units on an existing voucher, including provider feedback at end of service provision d. Develop ability for various case management agencies to have a variety of actions, such as creation of local vouchers, creation of referred vouchers, etc. e. Alerts – if the client has used RSS services but not the vouched TX services, need to alert the care coordinator, as well as the state.
	80.	All required functionality will be documented; requirements will be delivered to the state and reviewed with state representatives, then modified as appropriate.
	81.	According to approved requirements, FEI will design and develop enhancements to support the ATR program in NH.
	82.	Enhancements will be fully tested according to the contract, then FEI will provide support to NH officials regarding their UAT of all deliverables.
	83.	FEI will deploy enhancements to the NH WITS production site as approved by the state through the UAT process.
	84.	FEI will provide user training and documentation for the WITS ATR process and functionality.
	85.	FEI will continue to provide support, maintenance and hosting according to contract guidelines.
	86.	FEI will update the SQL Server Reporting Services (SSRS) ad-hoc reporting system with new reports to assist the state in managing the ATR3 grant, as well as providing SSRS entities for the new ATR3 enhancements. a. QA reporting: Look at any clients receiving services simultaneously from block grant and ATR funds, show services being offered. b. Fiscal Year-end Billing reconciliation: Shows the EOB transaction and service dates, so payment folks know what $ amount should be paid out of which fiscal year c. A/P Audit report: subscribed SSRS report for a/p staff, showing the claims within each invoice, but with de-identified data. Sent weekly with payment file. d. QA reports showing care coordinator referrals to providers, services authorized, units authorized per client. These reports are designed to help with fraud, waste and abuse monitoring required under the ATR grant.
		General Requirements
	87.	The basic tenets of the overall contract will be met, in terms of state and contractor responsibilities, duties, performance and conditions.
	88.	ATR3 is a 4 year grant. It is expected that each year the state will have new changes or enhancements it would like to add to the system. These will be discussed, documented and programmed according to the above process and according to the available budget. FEI will provide user training and documentation annually.
	89.	Full user documentation will be delivered after the initial enhancements are

		completed; this will be updated annually as new enhancements are added.
	90.	FEI will provide support regarding the system, as well as SAIS uploads, and technical system assistance regarding the grant program throughout the life of the grant, as needed by the state.
	91.	Training for year one is expected to be more intensive than in other years. In year one, FEI is proposing 4 onsite sessions, broken into 2, 2-day sessions, and four web-ex follow up sessions for ATR functionality. Training will follow a Train-the Trainer methodology.

Exhibit B Section 1.1	Delete the following language from Section 1.1 *Firm Fixed Price:* **1.1 Firm Fixed Price** This is a Firm Fixed Price (FFP) Contract totaling $1,094,566 for the period between the Effective Date through December 31, 2013. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below: And replace with: **1.1. Firm Fixed Price** This is a Firm Fixed Price (FFP) Contract totaling $1.898,501.00 ($1,343,541.00 for the reporting system and $554,960.00 for the Voucher System) for the period between the Effective Date through December 31, 2014. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:
Exhibit B Section 1.1	Add Table 2 "Payment Schedule" to Section 1.1 *Firm Fixed Price* as specified in Attachment B.
Exhibit B Section 1.1	Add ATR VMS hosting and support and maintenance table, Table 3, as specified in Attachment B.
Exhibit B Section 1.1	Delete the existing Hosting and support and maintenance table and replace with Table 4, as specified in Attachment B.
Exhibit B Section 2	Delete the following language from Section 2 *TOTAL CONTRACT PRICE*: **2. TOTAL CONTRACT PRICE** Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $1,094,566 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. And replace with: **2. TOTAL CONTRACT PRICE** Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $1,898,501.00. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for

<table>
<tr><td></td><td>all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</td></tr>
<tr><td>Exhibit B
Section 2</td><td>Add Table 2 "Payment Milestones" to Section 2 TOTAL CONTRACT PRICE as specified in Attachment C.</td></tr>
<tr><td>Exhibit I
Section 7</td><td>Add the following preliminary Work Plan for the ATR3 Grant Project:

High Level Preliminary NH Project Plan (ATR3)
<table>
<tr><th>Task Name</th><th>Duration (days)</th><th>Start</th><th>Finish</th></tr>
<tr><td>Initial system configuration, certification testing, gap analysis and requirements/rule gathering for ATR3 program; deployment of working voucher management system</td><td>19</td><td>1/28/2011</td><td>2/15/11</td></tr>
<tr><td>Year 1 Requirements documentation, design, development, testing and implementation; user training; additional year 1 enhancements</td><td>63</td><td>1/28/2011</td><td>4/1/2011</td></tr>
<tr><td>Year 2 Requirements documentation, design, development, testing and implementation; user training</td><td>180</td><td>7/1/2011</td><td>1/1/2012</td></tr>
<tr><td>Year 3 Requirements documentation, design, development, testing and implementation; user training</td><td>180</td><td>7/1/2011</td><td>1/1/2013</td></tr>
<tr><td>Year 4 Requirements documentation, design, development, testing and implementation; user training</td><td>180</td><td>7/1/2011</td><td>1/1/2014</td></tr>
</table></td></tr>
</table>

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

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

ATTACHMENT A
STATEMENT OF WORK

I. Scope

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

II. Background

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

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

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

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

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

WITS Functions/Modules for ATR Program

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

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

FEI Federal GPRA experience

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

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

III. Requirements

ATR-2010 Key Differences and Challenges

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

- Client Interview Tool – The ATR-2007 and ATR-2010 programs require client GPRA interview to be conducted using a common GPRA tool that is used for all other Discretionary Services programs. Most of the sections are similar in both versions of the tool but there are differences in the set of questions and/or responses to the questions.
    - New questions:
        - Co-occurring client screen questions A1 and A1a
        - Demographics question A5
        - Living question C1
        - Health questions F4 and F4a. In this section the numbering of the questions is impacted by this addition and will need to be modified.
        - Discharge J3 and J4 questions
    - Changes from ATR-2007 GPRA:
        - Section A - Planned Services and Section K - Services Provided.

        The ATR-2007 version of the GPRA did not include the following Treatment Services 3, 4 and 5 Brief Treatment, Referral to Treatment and Assessment. However, they would need to be enabled for the ATR-2010 program.

        - Section A – Record Management:
            - The question related to a positive or negative client screening will not be asked in the ATR-2010 version of the GPRA.
            - The ATR-2007 program had a separate target for Methamphetamine treatment services and recovery support services. However, this question will not be asked within the ATR-2010 program.
        - Housing question: New value as a possible selection for the answer to the Housing question on Section C – Family and Living Conditions.

- Upload of GPRA Data – As a result of using a new version of the Discretionary Services GPRA tool, changes to the data extract and upload process will need to occur. Uploads to the SAIS repository as well as response file handling will remain efficient.

WITS VMS Core Functionality Developments for ATR-3

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

Updates to the GPRA tool

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

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

Discretionary Services Client GPRA Tool Section	ATR-2010 Client GPRA	Comparison with ATR-2007 Client GPRA Tool
Section A: Record Management	Co-occurring client screen questions A1 and A1a	These questions were not asked
Section A: Record Management	N/A	Client Screen and Methamphetamine questions were asked
Section A: Demographics at intake	Demographics Veteran question A5	This question was not asked
Section A - Planned Services	Treatment Services 3, 4 and-5 (Brief Treatment, Referral to Treatment and Assessment)	These services were not available
Section B: Drug and Alcohol Use		Same questions and answers
Section C: Family and Living Conditions	Answer of Question C1has the Dormitory/College Residence value	This value was not available
Section D: Education, Employment and Income		Same questions and answers
Section E: Crime and Criminal Justice Status		Same questions and answers
Section F: Mental and Physical Health Problems	HIV test questions F4 and F4a	These questions were not asked Question numbering is different
Section G: Social Connectedness		Same questions and answers
Section I: Follow-up Status		Same questions and answers
Section J: Discharge Status	J3 and J4 HIV test questions	These questions were not asked
Section K: Services Received at follow-up/ discharge	Treatment Services 3, 4 and-5 (Brief Treatment, Referral to Treatment and Assessment)	These services were not available

Update the persistent upload to CSAT

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

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

Home Page Alert

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

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

Reporting updates:

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

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

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

Transition between ATR2 and ATR3

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

Enhance the ATR Fund Management screen:

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

Assessments

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

RSS Screening Tool

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

Client Satisfaction Survey

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

Enhance the Service Summary Screen

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

WITS VMS Application Maintenance and User Support

Application Maintenance

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

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

• Participation in the WITS User Group and the associated decision-making process regarding future changes and enhancements in WITS

• Hardware and software maintenance including providing, upgrades and fixes as required

• Repair or replace the hardware or software, or any portion thereof, so that the system operates in accordance with the specifications, terms and requirements of the contract

• A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied

• Maintain a record of the activities related to repair or maintenance activities performed

User Support

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

• Coordinate with Level-2 support to understand and further document all reported issues.

• Perform detailed analysis of the issue, working with the appropriate development team members when needed.

• Determine the appropriate course of action to mitigate the issue.

• Assign priority for bug fixes; assign enhancement requests to FEI Project Manager for quotes.

ATTACHMENT B

Table 2 – Payment Schedule

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

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

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

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

Total Contract Price for Hosting/Support/Maintenance Through 12/31/14 **$891,357**

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

ATTACHMENT C

Table 2

Payment Milestones	Date	FY11	FY12	FY13	FY14
System Live Year 1					
Delivery of base ATR System as Certified by RTI for all SAIS uploads	1/28/2011	$ 28,328			
Requirements Sign off for Year 1 enhancements	1/28/2011	$ 28,328			
Deployment and Cutover to Production System of Year 1 Enhancements	4/1/2011	$ 28,328			
Delivery of Training and User Documentation for Year 1	2/1/2011	$ 28,328			
Year 1 Hosting (Annual payment)	1/1/2011	$ 11,040			
Year 1 Support and Maintenance (Annual payment)	1/1/2011	$ 51,000			
Year 1 Holdback	upon acceptance	$ 9,408			
	Subtotal FY11	**$ 184,760**			
System Live Year 2					
Requirements Sign off for Year 2 enhancements	11/1/2011		$ 28,328		
Deployment and Cutover to Production System of Year 2 Enhancements	2/1/2012		$ 28,328		
Delivery of Training and User Documentation for Year 2	2/1/2012				
Year 2 Hosting (Annual payment)	1/1/2012		$ 11,040		
Year 2 Support and Maintenance (Annual payment)	1/1/2012		$ 51,000		
Year 2 Holdback	upon acceptance		$ 4,704		
	Subtotal FY12		**$ 123,400**		
System Live Year 3					
Requirements Sign off for Year 3 enhancements	11/1/2012			$ 28,328	
Deployment and Cutover to Production System of Year 3 Enhancements	2/1/2013			$ 28,328	
Delivery of Training and User Documentation for Year 3	2/1/2013			$ -	
Year 3 Hosting (Annual payment)	1/1/2013			$ 11,040	
Year 3 Support and Maintenance (Annual payment)	1/1/2013			$ 51,000	

ATTACHMENT C

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

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

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

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

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

Date: 1/5/11

Corporate Signature Notarized:
STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

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

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

Gayle C. Rogers
Notary Public/Justice of the Peace

My Commission Expires: 11/10/2014

(SEAL)

State of New Hampshire

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

Date: 1/6/11

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

State of New Hampshire, Department of Justice
Rebecca Woodard, Assistant Attorney General

Date: 1/5/11

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

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

WHEREAS, pursuant to the Agreement Section 13.17: *Amendment* and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to add Deliverables for an Access to Recovery (ATR) Voucher Management System (VMS) to the Statement of Work;

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

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

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Statement of Work – Contract Agreement by changing the Completion Date to December 31, 2014.
2. Amend Section 1.8 of the Statement of Work – Contract Agreement by increasing the Price Limitation by $803,935.00 from $1,094,566.00 to $1.898,501.00.

3. The Scope of Work of the Agreement is further amended as described in Table 1:

Table 1

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

<table>
<tr><td></td><td>The State, including but not limited to the Department of Health and Human Services and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from FEI to the State, and the State acceptance of FEI's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.</td></tr>
<tr><td>Exhibit A</td><td>Add the following ATR Voucher Management System requirements to Exhibit A Section 1: Deliverables, Milestones, and Activities.
<table>
<tr><td>72.</td><td>Renewal of Year 4 Annual Hosting Services 1/1/14 – 12/31/14</td></tr>
<tr><td></td><td>ATR Voucher Management System Requirements</td></tr>
<tr><td>73.</td><td>FEI shall provide the ATR Voucher Management System (ATR VMS) to the State of New Hampshire in accordance with the specifications of this amendment, including but not limited to Attachment A: Statement of Work.</td></tr>
<tr><td></td><td>Base ATR Functionality</td></tr>
<tr><td>74.</td><td>FEI ATR experts will guide the state through critical Federal Access to Treatment (ATR3) grant decision-making and provide program consultation.</td></tr>
<tr><td>75.</td><td>FEI shall provide assistance with the RTI technical readiness review, as requested by the state.</td></tr>
<tr><td>76</td><td>FEI shall ensure that the base NH WITS system meets system certification for Service Accountability Improvement System (SAIS) uploads with RTI, prior to go-live. This will include the upload of Government Performance and Results Act (GPRA) data, Voucher Information, and Voucher Transactions, as required by the grant.</td></tr>
<tr><td></td><td>New Functionality</td></tr>
<tr><td>77.</td><td>FEI will perform a gap analysis, reviewing base WITS ATR functionality and noting areas where the system must be modified to meet the business requirements of the NH ATR program.</td></tr>
<tr><td>78.</td><td>Configuration items – specific examples of items to be done for NH WITS, based on the GAP
a. Changes to the intake screen
b. Changes to the encounter screen
c. Menu item changes (e.g., hide admission and discharge)
d. Business rules regarding completion of an assessment in an ATR intake
e. ASAM Screen and Recovery plan with recovery check up
f. Payor plan client lifetime cap, client service lifetime cap and contract monthly cap
g. Allow referral from an ATR program to a non-ATR program
h. Default close date of voucher to 60 days
i. Partial automation of the provider and payor billing process
j. Fee determination – turn on (MOP)
k. Enable auto-population of GPRA discharge from GPRA follow up
l. Potential enabling of ability for Care Coordinator to view the encounter service detail from providers
m. Enable GAIN SS and potentially the RSS screener</td></tr>
<tr><td>79.</td><td>Enhancements</td></tr>
</table></td></tr>
</table>

		a. Populate the ASI with the intake GPRA b. Payment file for NH First c. Request for change of services/units on an existing voucher, including provider feedback at end of service provision d. Develop ability for various case management agencies to have a variety of actions, such as creation of local vouchers, creation of referred vouchers, etc. e. Alerts – if the client has used RSS services but not the vouched TX services, need to alert the care coordinator, as well as the state.
	80.	All required functionality will be documented; requirements will be delivered to the state and reviewed with state representatives, then modified as appropriate.
	81.	According to approved requirements, FEI will design and develop enhancements to support the ATR program in NH.
	82.	Enhancements will be fully tested according to the contract, then FEI will provide support to NH officials regarding their UAT of all deliverables.
	83.	FEI will deploy enhancements to the NH WITS production site as approved by the state through the UAT process.
	84.	FEI will provide user training and documentation for the WITS ATR process and functionality.
	85.	FEI will continue to provide support, maintenance and hosting according to contract guidelines.
	86.	FEI will update the SQL Server Reporting Services (SSRS) ad-hoc reporting system with new reports to assist the state in managing the ATR3 grant, as well as providing SSRS entities for the new ATR3 enhancements. a. QA reporting: Look at any clients receiving services simultaneously from block grant and ATR funds, show services being offered. b. Fiscal Year-end Billing reconciliation: Shows the EOB transaction and service dates, so payment folks know what $ amount should be paid out of which fiscal year c. A/P Audit report: subscribed SSRS report for a/p staff, showing the claims within each invoice, but with de-identified data. Sent weekly with payment file. d. QA reports showing care coordinator referrals to providers, services authorized, units authorized per client. These reports are designed to help with fraud, waste and abuse monitoring required under the ATR grant.
		General Requirements
	87.	The basic tenets of the overall contract will be met, in terms of state and contractor responsibilities, duties, performance and conditions.
	88.	ATR3 is a 4 year grant. It is expected that each year the state will have new changes or enhancements it would like to add to the system. These will be discussed, documented and programmed according to the above process and according to the available budget. FEI will provide user training and documentation annually.
	89.	Full user documentation will be delivered after the initial enhancements are

		completed; this will be updated annually as new enhancements are added.
	90.	FEI will provide support regarding the system, as well as SAIS uploads, and technical system assistance regarding the grant program throughout the life of the grant, as needed by the state.
	91.	Training for year one is expected to be more intensive than in other years. In year one, FEI is proposing 4 onsite sessions, broken into 2, 2-day sessions, and four web-ex follow up sessions for ATR functionality. Training will follow a Train-the Trainer methodology.
Exhibit B Section 1.1	Delete the following language from Section 1.1 *Firm Fixed Price:* **1.1 Firm Fixed Price** This is a Firm Fixed Price (FFP) Contract totaling $1,094,566 for the period between the Effective Date through December 31, 2013. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below: And replace with: **1.1. Firm Fixed Price** This is a Firm Fixed Price (FFP) Contract totaling $1.898,501.00 ($1,343,541.00 for the reporting system and $554,960.00 for the Voucher System) for the period between the Effective Date through December 31, 2014. FEI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow FEI to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:	
Exhibit B Section 1.1	Add Table 2 "Payment Schedule" to Section 1.1 *Firm Fixed Price* as specified in Attachment B.	
Exhibit B Section 1.1	Add ATR VMS hosting and support and maintenance table, Table 3, as specified in Attachment B.	
Exhibit B Section 1.1	Delete the existing Hosting and support and maintenance table and replace with Table 4, as specified in Attachment B.	
Exhibit B Section 2	Delete the following language from Section 2 *TOTAL CONTRACT PRICE*: **2. TOTAL CONTRACT PRICE** Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $1,094,566 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. And replace with: **2. TOTAL CONTRACT PRICE** Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $1,898,501.00. ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to FEI for	

<table>
<tr><td></td><td>all fees and expenses, of whatever nature, incurred by FEI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</td></tr>
<tr><td>Exhibit B
Section 2</td><td>Add Table 2 "Payment Milestones" to Section 2 TOTAL CONTRACT PRICE as specified in Attachment C.</td></tr>
<tr><td>Exhibit I
Section 7</td><td>Add the following preliminary Work Plan for the ATR3 Grant Project:

High Level Preliminary NH Project Plan (ATR3)
<table>
<tr><th>Task Name</th><th>Duration (in days)</th><th>Start</th><th>Finish</th></tr>
<tr><td>Initial system configuration, certification testing, gap analysis and requirements/rule gathering for ATR3 program; deployment of working voucher management system</td><td>19</td><td>1/28/2011</td><td>2/15/11</td></tr>
<tr><td>Year 1 Requirements documentation, design, development, testing and implementation; user training; additional year 1 enhancements</td><td>63</td><td>1/28/2011</td><td>4/1/2011</td></tr>
<tr><td>Year 2 Requirements documentation, design, development, testing and implementation; user training</td><td>180</td><td>7/1/2011</td><td>1/1/2012</td></tr>
<tr><td>Year 3 Requirements documentation, design, development, testing and implementation; user training</td><td>180</td><td>7/1/2011</td><td>1/1/2013</td></tr>
<tr><td>Year 4 Requirements documentation, design, development, testing and implementation; user training</td><td>180</td><td>7/1/2011</td><td>1/1/2014</td></tr>
</table></td></tr>
</table>

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

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

Original

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

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

July 21, 2010

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

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

REQUESTED ACTION

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

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

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

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

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

Original

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

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

July 21, 2010

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

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

REQUESTED ACTION

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

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

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

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

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

EXPLANATION

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

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

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

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

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

The geographic area to be served is statewide.

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

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

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/lc

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

Peter C. Hastings
Interim Commissioner

July 30, 2010

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request enter into Contract No. 2010-035 DHHS State Outcomes Measurement and Management System, with FEI.com, Incorporated (FEI), of Columbia, MD (Vendor #208991 B001) as described below and referenced as DoIT No. 2010-035.

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

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

Sincerely,

Peter C. Hastings

Peter C. Hastings

PCH/ltm
RFP 2010-035
RID #9277

STATE OF NEW HAMPSHIRE (01/09)
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Department Of Health And Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 125 Pleasant Street Concord, NH 03301	
1.3 FEI Name FEI.COM, Inc.		1.4 FEI Address 7175 Columbia Gateway Drive, Suite A Columbia, MD 21046	
1.5 FEI Phone Number 443-270-5100	1.6 Account Number See Attached	1.7 Completion Date December 31, 2013	1.8 Price Limitation $1,094,566
1.9 Contracting Officer for State Agency Nicholas A. Toumpas, Commissioner		1.10 State Agency Telephone Number 603-271-4331	
1.11 FEI Signature Rodney E Conrad		1.12 Name & Title of FEI Signatory Rodney E. Conrad - Sr. Vice President	

1.13 Acknowledgement: State of MD, County of Baltimore

On 13th July, 2010, before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[seal] Marsie E. Williams ex. 3/1/2011

1.13.2 Name & Title of Notary or Justice of the Peace

1.14 State Agency Signature(s)	1.15 Name/Title of State Agency Signatory

1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On:

1.17 Approval by Attorney General (Form, Substance and Execution)

By: Assistant Attorney General, On:

1.18 Approval by the Governor & Council

By On:

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

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A contract duly executed and legally binding.
BDAS	Bureau of Drug and Alcohol Services
BGR	University of Maryland Bureau of Government Research
CEDS	Client Event Data Set (New Hampshire reporting database)
Certification or Certify	Written Certification and full supporting and written Documentation (including, without limitation, test results as applicable) that the contracted Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Order	Formal Documentation prepared for a proposed change in the Specifications.
CIS	Client Information System
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and FEI.com, Inc, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and the contracted Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*

Core Software	The proprietary Software co-authored, co-developed, and co-owned by **FEI, the University of Maryland Bureau of Governmental Research ("BGR"), and the WITS Collaborative Partnership** prior to the Effective Date which provides "core" functionality to and is integral in the use and operation of the Licensed Software.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
Custom Developed Modules	One or more Developed Modules created by FEI for the State pursuant to this Contract.
Data	State's records, files, forms, data and other documents or information in either electronic or paper form that shall be used during the Contract Term.
DBA	Database administrator
DCBCS	Division of Community Based Care Services
Deficiencies	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – ***Software*** - Critical, does not allow System to operate, no work around, demands immediate action; ***Written Documentation*** - missing significant portions of information or unintelligible to State; ***Non Software*** - Services were inadequate and require re-performance. **Class B Deficiency** – ***Software*** - important, does not stop operation and/or there is a work around and user can perform tasks; ***Written Documentation*** - portions of information are missing but not enough to make the document unintelligible; ***Non Software*** - Services were deficient, require reworking, but do not require re-performance. **Class C Deficiency** – ***Software*** - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; ***Written Documentation*** - minimal changes required and of minor editing nature; ***Non Software*** - Services require only minor reworking and do not require re-performance.

Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the contracted Vendor to the State under the Contract.
Department of Information Technology (DoIT)	The Department of Information Technology established under legislative rule 21-R on September 5, 2008.
Developed Modules	One or more pieces of Software created by Licensor at the request of one or more third parties (including but not limited to FEI and BGR) which, when used with the Core Software, add functionality and utility to the Core Software.
Development Phase	The phase of the Contract during which a new module or functionality is being programmed; preceded by requirements gathering and followed by testing.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Executable Form	The compiled version of the Software that is in a state that can be understood by the computer or other computer programs, and can be executed to perform an expected result.
FEI	FEI.com, Inc.
FEI Proposal	State Outcomes Measurement and Management System, Information Technology Technical Assistance for the State of New Hampshire, Bureau of Drug and Alcohol Services, dated September 27, 2009
Firm Fixed Price Contract	A Contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of FEI's cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Future Developed Modules	Developed Module(s) not in existence as of the Effective Date but which come into existence at some future date.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for

	processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
Level 1 Support	The first line of support; often referred to as the Help Desk. This function is performed by a designated person within each agency or facility who can perform the following responsibilities: • Be available to answer user calls during normal operation hours. • Have a solid understanding of WITS screens, business rules and process. Be able to help users with any usability issue that is covered in either training manuals or user and System Documentation. • Help with forgotten passwords, hardware connectivity, internet access and basic computer usability issues. • Perform all new user and program set ups within a facility; facility set ups within an agency. • Document all issues that are reported, and see the issue through to resolution. • Interface with Level-2 support when issues cannot be resolved at the Level-1 level. The Level 1 Support Individual will ideally be located on site with users. He or she may be a clinician or an administrative staff member. Personnel within the State's provider network shall be trained to provide this to their users.
Level 2 Support	Level 2 is the next line of support, provided by individuals responsible for handling any calls that Level 1 staff does not have the knowledge or technical ability to handle. Level 2 support is assembled with one or more users who have a greater level of technical knowledge regarding the System than do the Level 1 staff. These individuals should understand how the System works from a user perspective (technical) as well as how the System is to be used by the users (functional). The

	responsibilities of this Level are: • Be available during business hours to answer calls from Level 1 (Help Desk) support. • Investigate the issues in more detail and determine whether the issue is a System problem (bug), configuration issue (enhancement), or a user training issue. • Work with Level 1 support if the issue is a training or System setup issue. • Work with Level 3 support if the issue is a System problem or bug, or potential enhancement. This level of support should be handled by a select group of individuals within the user constituency. They can be located centrally, or dispersed. It is not necessary to have one at each location using the application. State personnel shall be trained to provide this support to their provide network and other State users.
Level 3 Support	Level 3 support is provided by individuals responsible for handling all issues that are determined to be System problems/bugs. Level 3 is staffed by members of the product development team (FEI). The responsibilities of this Level are: • Coordinate with Level-2 support to understand and further document all reported issues. • Perform detailed analysis of the issue, working with the appropriate development team members when needed. • Determine the appropriate course of action to mitigate the issue. • Assign priority for bug fixes; assign enhancement requests to FEI Project Manager for quotes. Designated State personnel shall be authorized to contact FEI by phone or email for this support.
Licensed Software	The executable Software application known as the Web Infrastructure for Treatment Services Systems ("WITS"), consisting of the Core Software, Developed Modules (as listed on Schedule A), Future Developed Modules (as applicable), and other modifications to the Licensed Software from time to time made by Licensor and not related to the addition of enhancements to the Software which are not necessary to the basic functions of, and which are not related to the repair of bugs or errors in, the Software.
NH	New Hampshire

NOMS	National Outcome Measures
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager's written direction to FEI to begin work on the Contract on a given date and time.
Object Code	The compiled version of the source code.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Managers	The persons identified in SOW Section 4: *Contract Management.*
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Proposal	FEI's written proposal - State Outcomes Measurement and Management System, Information Technology Technical Assistance for the State of New Hampshire, Bureau of Drug and Alcohol Services," dated September 27, 2009

Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then the Review Period will be five (5) business days.
RTI	RTI International
SAMHSA	Substance Abuse and Mental Health Administration
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by FEI on the Project as described in the Contract.
Software	Web Infrastructure for Treatment Services Software provided by FEI under the Contract
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total System, which includes, without limitation, Software, hardware, and Services, addressing the requirements and terms of the Specifications.
SOMMS	State Outcomes Measurement and Management System
Source Code	All associated computer program files in its original programming language before translation into object code usually by a compiler.
SOW	Statement of Work
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
SSN	Social Security Number
State	STATE is defined as: State of New Hampshire, Department of Health and Human Services 125 Pleasant Street

	Concord, NH 03301
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight.
State Project Manager (PM)	State's representative with regard to Project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by the contracted Vendor to perform under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
TEDS	Treatment Episode Data Set
Term	Period of the Contract from the Effective Date through December 31, 2013.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Transition Services	Services and support provided when the contracted Vendor is supporting System changes.
UAT	User Acceptance Test
UCI	Unique Client Identifier

Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Walk Through	A step-by-step Review of a Specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	That period following Acceptance of a work product during which the FEI shall provide Warranty Services/support to the State, for the operation of the entire System, at no charge, subject to any extensions for defect correction of approved delivered modules, changes or enhancements. The Warranty Period shall commence upon successful completion of User Acceptance Testing and shall continue for the duration of the Contract including extensions.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided during the Warranty Period.
WITS	Web Infrastructure for Treatment Services Software
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written Documentation (letter, report, manual, book, other) provided by the contracted Vendor either in paper or electronic format.

IT Security Terms:

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

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

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

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

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

RECITALS

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

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

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

a. The Statement of Work
b. Exhibit A Contract Deliverables
c. Exhibit B Price and Payment Schedule
d. Exhibit C Special Provisions
e. Exhibit D Administrative Services
f. Exhibit E Implementation Service
g. Exhibit F Testing Services

h.	Exhibit G	Maintenance and Support Services
i.	Exhibit H	Requirements- FEI Responses
j.	Exhibit I	Work Plan
k.	Exhibit J	Software License and related Terms
l.	Exhibit K	Warranty and Warranty Services
m.	Exhibit L	Training Services
n.	Exhibit M	Agency RFP with Addendums, by reference
o.	Exhibit N	FEI Proposal, incorporated herein by reference
p.	Exhibit O	Certificates and Attachments
Q.	Amendment	
R.		

1.2 Order of Precedence

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

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

1.3 Non-Exclusive, Firm Fixed Price Contract

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

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

2. CONTRACT TERM

2.1 Term

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

The Contract shall begin on the Effective Date and extend through December 31, 2013. The Term may be extended for two (2) additional periods of three (3) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond December 31, 2018.

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

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

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

3. COMPENSATION

3.1 Contract Price

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

4. CONTRACT MANAGEMENT

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

4.1 FEI Contract Manager

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

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

4.2 FEI Project Manager

4.2.1 Contract Project Manager

FEI shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. FEI's selection of the FEI Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, Review of the proposed FEI Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of FEI's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 FEI Project Manager shall have full authority to make binding decisions under the Contract, and shall function as FEI's representative for administrative and management matters. FEI's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. FEI's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. FEI's Project Manager must work diligently and use his/ her best efforts on the Project. FEI's Project Manager must be qualified to perform the obligations required of the position under the Contract.

4.2.3 FEI shall not change its assignment of FEI Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of FEI's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than FEI Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager,* and in SOW Section 4.10: *Background Checks*, below. FEI shall assign a replacement FEI Project Manager within ten (10) business days of the departure of the prior FEI Project Manager, and FEI shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim FEI Project Manager.

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

4.2.5 The FEI Project Manager is:

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

4.3 FEI Key Project Staff

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

FEI Key Project Staff. The State reserves the right to require removal or reassignment of FEI's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks.*

4.3.2 FEI shall not change any FEI Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of FEI Key Project Staff will not be unreasonably withheld. The replacement FEI Key Project Staff shall have comparable or greater skills than FEI Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in the Contract Documents and be subject to reference and background checks described above in SOW Section 4.3.1 and in SOW Section 4.10: *Background Checks,*

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

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

FEI's Key Project Staff:

Key Member(s)	Title
Shawn Hutton	**Senior System Architect**
Ryan White	**Database Analyst**
Lee Keitz	**Support Manager**

4.4 State Contract Manager

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

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

4.5 State Project Manager

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

a. Leading the Project;

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

The State Project Manager is:

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

4.6 State Meetings and Reports

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

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

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

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

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

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

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

STATEMENT OF WORK

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

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

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

4.7 State-Owned Documents and Data

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

4.8 Records Retention and Access Requirements

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

FEI and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. FEI and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

expiration of the appeal period. FEI shall include the record retention and Review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to FEI's cost structure and profit factors shall be excluded from the State's Review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4.9 Accounting Requirements

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

4.10 Background Checks

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

5. DELIVERABLES

5.1 Deliverables and Services

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

5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from FEI that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables.* The State will notify FEI in writing of its Acceptance or rejection of the Deliverable within ten (10) business days of the State's receipt of FEI's written Certification. If the State rejects the Deliverable, the State shall notify FEI of the nature and class of the Deficiency and FEI shall correct the Deficiency within the period identified in the Work Plan. If no period for FEI's correction of the Deliverable is identified, FEI shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to Review the Deliverable and notify FEI of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If FEI fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require FEI to continue until the Deficiency is corrected, or immediately terminate the Contract, declare FEI in default, and pursue its remedies at law and in equity.

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

5.3 System/Software Testing and Acceptance

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

6. SOFTWARE

6.1 Software and Documentation

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

6.2 Software Hosting, Support and Maintenance

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

6.3 Custom Software and Documentation

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

6.4 Software Hosting, Support and Maintenance

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

7. WARRANTY

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

8. SERVICES

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

STATEMENT OF WORK

8.1 Administrative Services

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

8.2 Implementation Services

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

8.3 Testing Services

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

8.4 Training Services

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

8.5 Hosting, Maintenance and Support Services

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

9. WORK PLAN DELIVERABLE

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

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

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

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

10. CHANGE ORDERS

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

FEI may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to FEI's requested Change Order within five (5) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

11. INTELLECTUAL PROPERTY

11.1 State's Business

All rights, title and interest in State Data shall remain with the State. All rights, title and interest in Core Software, Developed Modules, and the associated Software Documentation shall remain with FEI and the WITS Collaborative Partnership, as outlined in the WITS Master Licensing Agreement. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing., or service bureau use. All rights, title and interest in Custom Developed Modules and the associated Software Documentation shall remain with the State, and shall be licensed back to FEI and the WITS Collaborative Partnership, as specified in Exhibit J: WITS Master Licensing Agreement. All other intellectual property rights in such Deliverables remain with the State

11.2 FEI's Materials

Subject to the provisions of this Contract, FEI may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, FEI shall not distribute any products containing or disclose any State Confidential Information. FEI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by FEI employees or third party consultants engaged by FEI.

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

11.3 Copyright

FEI shall comply with all applicable copyright laws.

11.4 Software Source Code

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

11.5 Survival

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

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

In performing its obligations under the Contract, FEI may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings (*see e.g. RSA Chapter 91-A: 5 *Exemptions).* FEI shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for FEI's performance under the Contract.

12.2 State Confidential Information

FEI shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to FEI in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. FEI shall immediately notify the State if any

request, subpoena or other legal process is served upon FEI regarding the State Confidential Information, and FEI shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, FEI shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 FEI Confidential Information

Insofar as FEI seeks to maintain the confidentiality of its Confidential Information, FEI must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that FEI considers the Software and Documentation to be Confidential Information. FEI acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by FEI as confidential, the State shall notify FEI and specify the date the State will be releasing the requested information. At the request of the State, FEI shall cooperate and assist the State with the collection and Review of FEI's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be FEI's sole responsibility and at FEI's sole expense. If FEI fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to FEI, without any liability to FEI.

12.4 Survival

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

13. GENERAL PROVISIONS

13.1 *Conditional Nature of Contract*

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

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

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

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

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

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

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

13.3 Regulatory/Government Approvals

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

13.4 Access/Cooperation

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

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

13.5 Personnel

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

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

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

13.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

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

	President	BDAS Director	
Third	Jiao Gu President	Nicholas A, Toumpas DHHS Commissioner	20 Business Days

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

13.7 Termination

This Section 13.7 shall survive the termination or Contract Conclusion.

13.7.1 Termination for Default

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

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

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

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

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

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

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any

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

13.7.2 Termination for Convenience

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

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

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

13.7.3 Termination for Conflict of Interest

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

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

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

13.7.4 Termination Procedure

13.7.4. 1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require FEI to deliver to the State any

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

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

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of FEI and in which the State has an interest;

d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

e. Provide written Certification to the State that FEI has surrendered to the State all said property.

f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.8 Force Majeure

Neither FEI nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include FEI's inability to hire or provide personnel needed for FEI's performance under the Contract.

13.9 FEI's Relation to the State

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

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

13.10 Assignment, Delegation and Subcontracts

13.10.1 FEI shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

13.10.2 FEI shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: neither relieve FEI of any of its obligations under the Contract; nor affect any remedies available to the State against FEI that may arise from any event of default of the provisions of the contract. The State shall consider FEI to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

13.11 Indemnification

13.11.1 FEI shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of FEI, its personnel or agents in connection with FEI's performance of the Contract.

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

13.11.3 Survival

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

13.12 Limitation of Liability

13.12.1 State

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

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

13.12.2 FEI

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

13.12.3 State's Immunity

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

13.12.4 Survival

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

13.13 Insurance

13.13.1 FEI Insurance Requirement

FEI shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, the following insurance:

a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per incident; with a $1,000,000 umbrella policy as indicated on the insurance certificate contained in Exhibit O, and

b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State

c. Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. FEI shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

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

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

13.14 Workers' Compensation

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

13.14.2 To the extent FEI is subject to the requirements of N.H. RSA chapter 281-A, FEI shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. FEI shall furnish the Insurance Certificate Holder, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter

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

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

13.15 Waiver in Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of FEI.

13.16 Notice

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

TO FEI:

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

TO STATE:

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

13.17 Amendment

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

13.18 Construction of Contract and Terms

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT A
DELIVERABLES AND MILESTONES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

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

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

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

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Implementation Schedule – Activities / Deliverables / Milestones

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

12	Phase 1 Requirements Sign-off by State	N/A	10/15/10
13	Phase 1 installation, configuration, and testing of WITS Software including: • core clinical, billing • contract management, • NOMS & TEDS collection and uploads, • user generated reporting functions • SSRS Setup	Software	As developed during entire phase
14	Converted Data Loaded into Production Environment	Software	1/10/11
15	Provide Draft of Phase 1 Documentation	Written	12/3/10
16	Conduct Phase 1 User Acceptance Testing	Non-Software	As developed during entire phase
17	Conduct Phase 1 Training	Non-Software	1/10/11
18	Deploy and Cutover to New Software at Pilot Sites	Non-Software	2/1/11
19	Support State in operation of WITS application at Pilot Sites	Non-Software	Ongoing
21	Final Phase 1 Documentation Delivered	Written	12/27/10
23	Payment of Holdback upon written Acceptance of the Phase 1WITS System by the State.	Non-Software	Upon Acceptance
24	Commence annual hosting services	Non-Software	1/1/11-12/31/11
25	Commence annual support and maintenance services	Non-Software	1/1/11-12/31/11
Phase 2: Configuration / Implementation / New Development / Testing / Training / Deployment			
26	Phase 2 Software Configuration Plan	Written	2/7/11
27	Phase 2 Systems Interface Plan and Design/Capability	Written	2/21/11
28	Phase 2 Detailed Testing Plan and Expected Testing Results	Written	4/11/11
29	Phase 2 Deployment Plan	Written	4/18/11
30	Phase 2 Comprehensive Training Plan and Curriculum	Written	4/25/11
31	Phase 2 Requirements Sign-off by State	N/A	3/14/11
32	Phase 2 installation, configuration, and testing of WITS Software module including all contracted new development items	Software	As developed during entire phase

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

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

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

3. TRAINING DELIVERABLES

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

4. SOFTWARE LICENSES

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

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

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

Table 1 – Payment Schedule

PAYMENT SCHEDULE

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

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

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

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

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

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

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

Table - FEI Rates Pricing Worksheet (Hourly Rates for Future Work)

Position Title	SFY 2011 7/1/2010-6/30/11	SFY 2012 7/1/2011-6/30/2012	SFY 2013 7/1/2012-6/30/2013	SFY 2014 7/1/2013-6/30/2014	SFY 2015 7/1/2014-6/30/2015
Project Manager	$140.00	$145.60	$151.42	$157.48	$163.78
Developer	$110.00	$114.40	$118.98	$123.74	$128.68
database Administrator	$100.00	$104.00	$108.16	$112.49	$116.99
database Developer	$120.00	$124.80	$129.79	$134.98	$140.38

Other	$90.00	$93.60	$97.34	$101.24	$105.29

2. TOTAL CONTRACT PRICE

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

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

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

3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

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

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

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

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

Phone: 443-270-5100

5. OVERPAYMENTS TO FEI

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

6. CREDITS

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

7. PROJECT HOLDBACK

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

8. RIGHT TO OFFSET

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

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EXHIBIT C
SPECIAL PROVISIONS

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

1. STATUS REPORTS

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

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

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

2. STATE-OWNED DOCUMENTS AND DATA

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

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

3. ACCOUNTING REQUIREMENTS

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

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EXHIBIT E
IMPLEMENTATION SERVICES

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. FEI shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan. FEI shall implement the Project as described more fully on page 16 through 27 in the "State Outcomes Measurement and Management System, Information Technology Technical Assistance for the State of New Hampshire, Bureau of Drug and Alcohol Services," dated June 24, 2009 ("FEI Proposal").

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

C. The FEI team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

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

E. FEI shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project team, and report status.

F. FEI shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

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

1.2.1 Planning

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

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

1.2.2 Implementation

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

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

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

1.2.3 Change Management and Training

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

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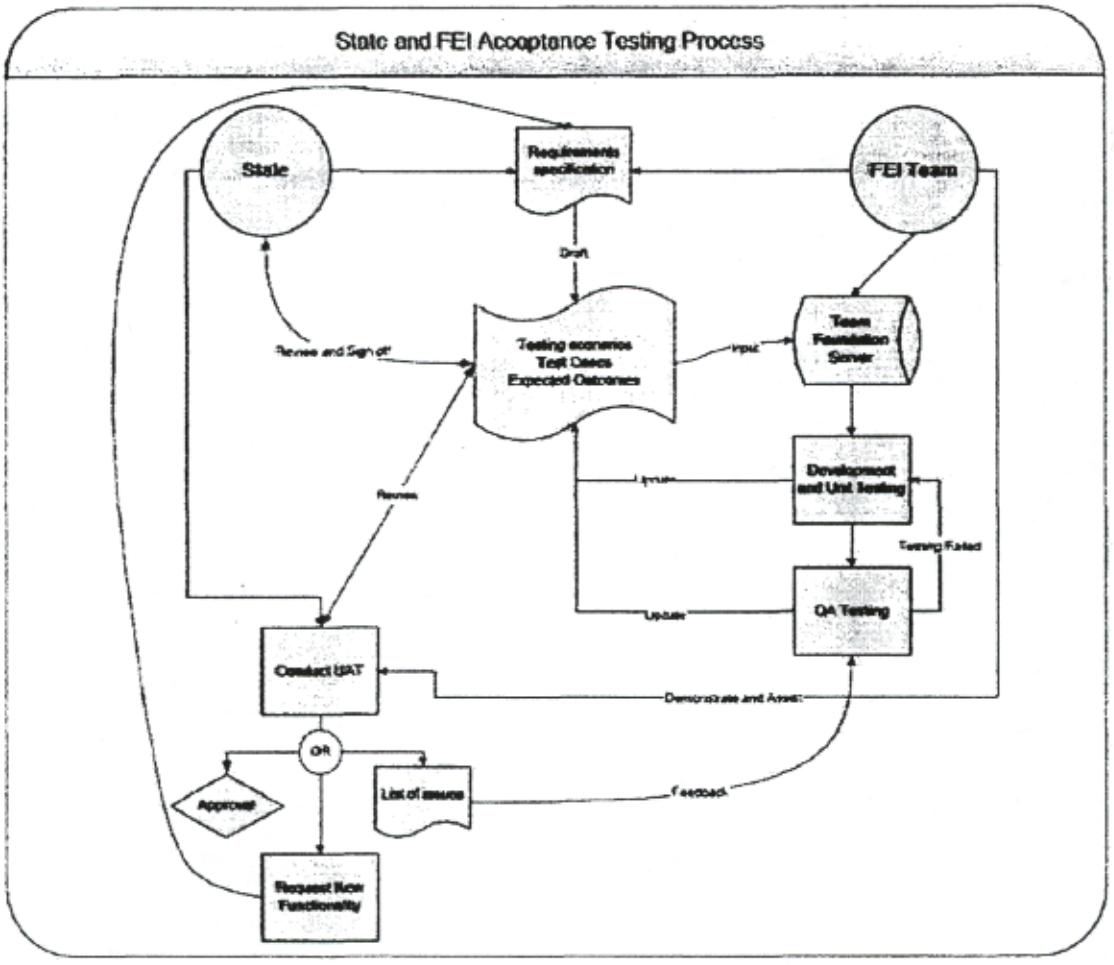
EXHIBIT F
TESTING SERVICES

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

1. TESTING AND ACCEPTANCE

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

The following diagram represents FEI's testing process.



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

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

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

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

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

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

1.1 Installation Testing

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

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

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

1.2 User Acceptance Testing (UAT)

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

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

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

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

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

2.0 Performance Tuning And Stress Testing

2.1 Scope

The scope of performance testing is intended to measure metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It shall include the measurement of response rates of the application for end-user transactions under various load conditions.
The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These shall be compared to baselines to determine if object performance increases as changes are made.

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

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

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

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

2.2 Test types

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

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

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

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

2.3 Tuning

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

2.4 Implementing Performance and Stress Test

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

2.5 Scheduling Performance and Stress Testing

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

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

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

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

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

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

3.0 Successful UAT Completion

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

4.0 System Acceptance

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

1. SYSTEM MAINTENANCE

1.1 FEI's Responsibility

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

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

1.1.1 Maintenance Releases

FEI shall make available to the State the latest Software updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, under the Support and Maintenance Agreement..

2. SYSTEM SUPPORT

2.1 FEI's Responsibility

FEI will be responsible for performing Level 3 technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

2.2 System Support Levels

2.2.1 Level 1 Support

The first line of support; often referred to as the Help Desk. This function is performed by a designated person within each agency or facility who can perform the following responsibilities:

- Be available to answer user calls during normal operation hours.
- Have a solid understanding of WITS screens, business rules and process. Be able to help users with any usability issue that is covered in either training manuals or user and System Documentation.
- Help with forgotten passwords, hardware connectivity, internet access and basic computer usability issues.
- Perform all new user and program set ups within a facility; facility set ups within an agency.
- Document all issues that are reported, and see the issue through to resolution.
- Interface with Level-2 support when issues cannot be resolved at the Level-1 level.

The Level 1 Support Individual will ideally be located on site with users. He or she may be a clinician or an administrative staff member. Personnel within the provider network shall be trained to provide this to their users.

2.2.2 Level 2 Support

Level 2 is the next line of support, responsible for handling any calls that Level 1 does not have the knowledge or technical ability to handle. Level 2 support is assembled with one or more users who have a greater level of technical knowledge regarding the System than do the Level 1 staff. These individuals should understand how the System works from a user perspective (technical) as well as how the System is to be used by the users (functional). The responsibilities of Level 2 are:

- Be available during business hours to answer calls from Level 1 (Help Desk) support.
- Investigate the issues in more detail and determine whether the issue is a System problem (bug), configuration issue (enhancement), or a user training issue.
- Work with Level 1 support if the issue is a training or System setup issue.
- Work with Level 3 support if the issue is a System problem or bug, or potential enhancement.

This level of support should be handled by a select group of individuals within the user constituency. They can be located centrally, or dispersed. It is not necessary to have one at each location using the application. State personnel shall be trained to provide this support to their provide network and other State users.

2.2.3 Level 3 Support

Level 3 support staff is responsible for handling all issues that are determined to be System problems/bugs. Typically, this Level is staffed by members of the product development team (FEI). The responsibilities of Level 3 are:

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

Designated State personnel shall be authorized to contact FEI by phone or email for this support.

2.3 Deficiencies

2.3.1 Class A Deficiencies (Telephone Support)

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

2.3.2 Class B & C Deficiencies

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

3. SUPPORT OBLIGATIONS AND TERM

3.1 FEI will guide the State with possible solutions to resolve issues to maintain a fully functioning WITS System as specified in Exhibit G, Section 5.7: *Support and Maintenance.*

3.2 FEI System support and maintenance shall commence upon the completion of the Warranty Period and shall continue through the end of the Contract term, and any extensions thereof.

4. SUPPORT INCIDENT DATA COLLECTION

4.1 Records

FEI shall maintain a record of the activities related to warranty repair or maintenance and support activities performed for the State. For all maintenance service calls, FEI shall ensure the following information will be collected and maintained:

1. Nature of the Deficiency;
2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual Completion time; and
5. Deficiency resolution information.

4.2 System Monitoring

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

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

5. HOSTING, SUPPORT AND MAINTENANCE SERVICES

FEI shall agree to maintain, repair, and correct Deficiencies in the Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the Support and Maintenance terms and requirements, including without limitation, correcting all Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and Documentation.

FEI shall provide hosting services in accordance with the minimum Specifications described in the Contract.

5.1 Software

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

- Web Infrastructure for Treatment Services "(WITS") Software

5.2 Operations

FEI shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. This does not include end-user equipment or internet access from the user site. At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.

FEI shall provide a secure Class A Data Center providing equipment, an on-site 24/7 System operator, managed firewall services, and managed backup services. FEI shall comply with the terms of the Service Level Agreement described in Exhibit G Section 4.7.1: *State Requirements – Service Level Agreement*, between FEI and the State.

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

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

B. Backup Power – uninterruptible power supplies shall be sized to sustain computer Systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.

C. Generator – sufficient to sustain computer Systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at full load for a period not less than 1 ½ days of operation.

D. Raised floor – required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.

E. Fire Protection System – fire detectors in conjunction with suppression gaseous Systems installed to reduce the risk of loss due to fire.

F. Physically Secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data center.

G. FEI shall maintain a virtual server platform for the State of New Hampshire's hosted WITS application located at the hosting site. Note that the database is housed on a separate server, as is the SSRS reporting database.

H. Separate test/development and training environments shall reside at an FEI location. Test/development and training environments shall not be subject to the same level of security, backup and other hosting arrangements. However, FEI does have redundant servers and is able to quickly move to a backup server should an environment become unavailable. FEI intends to always keep development, test and training activities moving forward smoothly.

It should also be noted that no live client Data will be housed in these environments. If at any time FEI finds it necessary to load client Data onto training or test sites, any identifying information on client records shall be scrambled so that Data may not be traced back to an actual consumer.

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

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

5.3 Disaster Recovery

Disaster Recovery is defined as the ability to return Systems to a normal operating status after a System failure. FEI shall conform to adequate Disaster Recovery procedures as defined by the State of New Hampshire.

A. Planning – FEI shall have documented Disaster Recovery Plans that address the recovery of lost State Data as well as their own. Systems shall be architected to meet the defined recovery needs.

B. Hardware replacement – The Disaster Recovery Plan shall identify appropriate methods for procuring additional hardware in the event of a component failure of any of the three server environments. In most instances, Systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.

C. Backups – FEI shall adhere to a defined and documented back-up schedule and procedure. Back-up copies of Data are made for the purpose of facilitating a restore of the Data in the event of Data loss or System failure. Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly. Tapes or other back-up media tapes must be securely transferred from the site to another secure location so as to avoid complete Data loss with the loss of a facility. If the State Data contains personally identifiable information, the Data must be encrypted on the back-up tape.

D. Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, FEI shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.

5.4 Network Architecture

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

A. FEI shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet vendors, so that a failure of one Internet connection will not interrupt access to the State application. Where redundant connections are not provided, then the Internet vendor who provides the Internet service to FEI must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's service.
B. FEI's network architecture must include redundancy of routers and switches in the Data center.

5.5 Network Access

4.5.1 Remote Access
Since WITS is a web-based application, the State shall have access to the WITS System, per the parameters outlined in Contract Exhibit G.

5.6 Security

FEI shall employ security measures ensure that the State's application and Data is protected.

A. Data If State Data is personally identifiable, Data must be encrypted in the production environment and on backup tapes.

B. Hardware All servers and devices must have currently-supported and hardened operating Systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.

C. Software All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related Data assets. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability.

FEI shall notify the State's Project Manager of any security breaches within two (2) hours of the time that FEI learns of their occurrence. FEI shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure and/or the application. FEI shall be solely liable for costs associated with any breach of State Data housed at their location(s), if breached by FEI or its suppliers or subcontractors, including but not limited to notification and any damages assessed by the courts. FEI shall not be held responsible for the misuse of State Data or by breaches caused by State employees or contracted State providers who have natural access to such Data.

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

5.6.1 Security - Physical Infrastructure
FEI shall provide fire detection and suppression System, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the FEI hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.

The State requires that FEI's facility is a Class A Data Center as specified in Exhibit G, Section 4.2: Operations.

5.7 Maintenance and Support

FEI shall provide Level 3 support as well as metrics used to determine success The State is responsible for Level 2 and for ensuring that Agencies provide Level 1.

FEI Maintenance and Support includes the following items:

- Maintenance of the test and training environments.
- Participation in all new development performed by other WITS customers (no-cost or low-cost Implementation of enhancements paid for by other WITS customers)
- Pass-on of bug fixes identified by other WITS customers.
- All monthly releases and associated updates to WITS, including monthly code and database updates and release notes.
- Participation in the WITS User Group and the associated decision-making process regarding future changes and enhancements in WITS.
- Maintain the Hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required;
- Repair or replace the Hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms and requirements of the Contract.
- The State shall have unlimited access, via phone or Email, to the FEI technical support staff between the hours of 8:30am to 5:00pm-Monday thru Friday EST;
- FEI response time for support shall conform with the specific Deficiency level as described in the Exhibit G, Section 2.2: *Support Levels*.
- The WITS System shall be available to the State via the Internet twelve (12) hours per day, seven (7) days per week.
- The hosting server for the State shall be available twenty-four (23) hours a day, seven (7) days a week except for scheduled maintenance.
- FEI will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.
- A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
- FEI will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
- FEI shall use a change management policy for notification and tracking of change requests as well as critical outages.
- A critical outage will be designated when a business function cannot be met by a non-performing application and there is no work around to the problem.
- All hardware and software components of FEI hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating Systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers, except in the event of an immediate security threat.
- Maintain a record of the activities related to repair or maintenance activities performed for the State as relating to the WITS System. FEI shall report quarterly on the following
    - All change requests implemented for the WITS System
    - All critical outages reported including actual issue and resolution
    - Number of Deficiencies reported by class with initial response time as well as time to close.

- FEI shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.

These services are independent of no-cost bug fixes for new development, which are included as part of the development items themselves and therefore covered by the warranty.

5.7.1 State Requirements - Service Level Agreement

- FEI System support and maintenance shall commence upon the availability of the System for go-live, and shall continue through the end of the Contract term, and any extensions thereof.
- Maintain the Hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required;
- Repair or replace the Hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms and requirements of the Contract.
- The State shall have unlimited access, via phone or Email, to the FEI technical support staff for Level 3 Support, between the hours of 8:30am to 5:00pm-Monday thru Friday EST;
- FEI response time for support shall conform with the specific Deficiency class as described in the Exhibit G, Section 2.2: *Support Levels*.
- The WITS System shall be available to the State via the Internet 23 hours per day, 7 days per week.
- The hosting server for the State shall be available twenty-four (23) hours a day, 7 days a week except for scheduled maintenance.
- FEI will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.
- A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
- FEI will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with information relating to the upgrades and changes.
- FEI shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window
- If FEI is unable to meet the 99.9% uptime requirement, FEI shall credit State's account in an amount based upon the following formula: **(Total Contract Item Price (hosting)/365) x Number of Days Contract Item Not Provided.** The State must request this credit in writing.
- FEI is responsible to monitor, track and report all outages. Outages which exceed the 99.9% uptime must be reported to the State and must be accompanied by either a credit against the next bill or, if the contract has just been completed a check for the amount representing the additional minutes out.
- FEI shall use a change management policy for notification and tracking of change requests as well as critical outages

- A critical outage will be declared when a business function cannot be met by a non-performing application and there is no work around to the problem.
- All hardware and software components of FEI hosting infrastructure shall be fully supported by their respective manufacturers at all times. All patches for operating Systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers. In the event of an impending security threat, critical patches shall be installed immediately.
- Maintain a record of the activities related to repair or maintenance activities performed for the State. FEI shall report on the following, as requested by the State:
    - Server up-time, all change requests implemented, including operating System patches
    - All critical outages reported including actual issue and resolution
    - Number of Deficiencies reported by class with initial response time as well as time to close.
- FEI shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files. The State shall have the ability to copy and paste all text contained in the Help functions of WITS for the purposes of on-going user training;

5.8 Termination

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT H
FEI PROPOSAL

The FEI .com requirements document, State Outcomes Measurement and Management System (SOMMS) Information Technology Technical Assistance, dated August 6, 2009, is hereby incorporated by reference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT I
WORK PLAN

FEI's Project Manager and the State Project manager shall finalize the Work Plan within five (5) business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with FEI's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of FEI and State Project Managers.

The preliminary Work Plan created by FEI and the State is set forth in the FEI Proposal, dated August 6, 2009, Version 2.1, and is incorporated into Exhibit H.

In conjunction with FEI's Project Management methodology, which shall be used to manage the Project's life cycle, the FEI team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and FEI team members), refine the Project's scope, and establish the Project's schedule. FEI shall utilize Microsoft Project to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the FEI and State Project Managers.

1. ASSUMPTIONS

A. General

- The State and FEI shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined the revised Work Plan.
- All State and FEI tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any changes, activities, decisions that are deemed by the State to be outside of the scope of this contract shall be subject to the identified Change Control process and my require approval by the Governor and Executive Council.
- FEI shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The FEI Team shall perform the Implementation of the State's System at their own facility, but shall attend meetings and perform training at State facilities, if required, at no cost to the State.
- The FEI Team shall honor all holidays observed by FEI or the State, but may choose to work on holidays and weekends. When working holidays or weekends at any State facility or requiring the participation of any State employees FEI must seek and receive permission from the State Project Manager.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- FEI assumes that an alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

- FEI shall provide the hardware, software, networking, and Data center facilities for the WITS System and will provide infrastructure plans to the State for approval prior to deployment of the application into production.

E. Conversions

- State's technical team shall provide FEI with flat files of legacy Data for migration to the WITS System as described in Exhibit I Section 5: *Conversions*.

F. Project Schedule

- The preliminary Project Schedule is included in Exhibit I Section 8: *Preliminary Work Plan.* This schedule shall be finalized upon contract approval and completion of the Work Plan.

G. Reporting

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

H. User Training and Change Management

- The FEI Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- FEI will be responsible for training the trainers.
- The State trainers are then responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.
- Training will be comprehensive, covering all areas of the System;
- Separate training will be provided for System and Agency Administrators, Billing Administrators, and Reporting Administrators (which will include SSRS), as well as for providers.
- BDAS will use a train-the-trainer approach, enabling those at the State level as well as at the provider level to train others throughout the State.
- Training for the trainers will be held at the State offices in Concord.
- User Documentation will be provided By FEI in adequate detail to assist users in navigating the System.

I. Performance Testing

- The FEI Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall provide System performance and tuning metrics.
- FEI will identify the elements to be tuned and a methodology for performing the testing and tuning of the production platform.
- The FEI team shall provide reports on each test in the tuning process. Report header to include a test name, date and time performed, duration, adjustments made and outcome. The body of the report should contain metrics from the System including

(but not limited to) CPU utilization, Memory consumption, Disk I/O, and object performance (objects to be identified in pre-test meetings).

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

2. ROLES AND RESPONSIBILITIES

A. FEI Team Roles and Responsibilities

1) FEI Team Project Manager

The FEI Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the FEI Implementation Team. The FEI Team Project Manager will have the following responsibilities:

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

2) FEI Team

The FEI Team shall:

- Construct and perform application tests in sufficient manner against the signed-off requirements;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for Data conversion;
- Assist the State in the testing of extensions, Data migration, and interfaces;
- Assist the State in execution of the State's Acceptance Test;

- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and
- Assist with the transition to production.
- Development and review of functional and technical Specifications to determine that they are at an appropriate level of detail and quality;
- Development of conversion and interface programs in accordance with functional and technical Specifications;
- Development and execution of unit test scripts;
- Test Data conversions developed; and
- System Integration Testing.

B. State Roles and Responsibilities

The following State resources have been identified for the Project.

1) State Project Manager

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

- Plan and conduct a kick-off meeting with assistance from the FEI team;
- Assist the FEI Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the FEI Project Manager of any urgent issues if and when they arise; and
- Assist the FEI team staff to obtain requested information if and when required to perform certain Project tasks.
- Coordinating the development of System, integration, performance, and Acceptance Test plans;
- Coordinating System, integration, performance, and Acceptance Tests;
- Chairing test review meetings;

- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

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

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

3. SOFTWARE APPLICATION

The required software for implementing the WITS System is described in Table 2 of Exhibit B: *Price and Payment Schedule.*

4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
BDAS Access Database	Provide Data	John Sweeney	Provide flat files to FEI for migration into the WITS System.
BDAS Access Database	Migrate Data	FEI	Migrate legacy Data into WITS System for validation and testing

A. Data Conversion

FEI will migrate all clients' demographic information since 2000, Admission and Discharge Data from 2 Synectics' flat files: Admission and Discharge. The following assumptions and basic parameters apply:

- Total = 60000+ records
- All records will be migrated at once
- No clients will exist in production when we run the migration

- Need to populate about 12 WITS tables (i.e. person, client_master, person_race, client_activity, intake + intake activity, admission + admission activity, enrollment + enrollment activity, no diagnosis, discharge, discharge + discharge activity)
- Above 12 tables have lots of possible columns to map into, but only about 50 of which will need mapping and programming, but many of the 50 will need to be populated on both admission and discharge.
- Do not populate the extended enrollment/disenrollment fields at all
- No WITS database changes expected
- No Data quality issues expected
- Data provided in a TEDS ASCII flat file format, with all "A" records, in two files Admission and Discharge with internal integrity (i.e., a discharge record should have a corresponding admission record).
- Mapping Agency/Facility: NH staff will set up agencies and facilities with ISATS numbers in WITS prior to the update (Unique ISATS number per facility).
- Mapping Client: NH will provide an Excel spreadsheet of the First Name and Last Name equivalent per Client ID. If mapping does not existing, an error record will be generated.
- The code tables in NH WITS will match TEDS Data elements accepted values (use the standard version of WITS). After the Data migration is complete, NH can expire these standard code table values and create new code table values with NH specific values if desired.

B. Conversion Testing Responsibilities

The FEI Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

- The FEI Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy Systems for use by the conversion processes.
- The FEI Team shall develop and unit test their assigned conversions.
- The FEI Team, shall conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the FEI Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES

Interfaces may be implemented in later phases of the Project. Should the State identify the requirement for a System interface, Specifications for the interface will be developed using the Change Control Process and the Contract shall be amended and submitted to Governor and Council for approval.

6. APPLICATION MODIFICATION

To more fully address the State's requirements, the FEI Team shall implement the following application modifications. Required modifications are specified in the FEI proposal dated October 27, 2009.

7. PRELIMINARY WORK PLAN

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

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration (days)	Start	Finish
Pre-Phase 1: Initial Planning	168	8/30/2010	1/3/2011
Phase 1: Configuration / Implementation / New Development/ Testing/Training/ Deployment	105	8/30/2010	1/1/2011
Phase 2: Configuration / Implementation / New Development/ Testing/Training/ Deployment	116	2/7/2011	6/3/2011
Phase 3: Configuration / Implementation / New Development/ Testing/Training/ Deployment	74	8/8/2011	10/21/2011
Phase 4: Configuration / Implementation / New Development/ Testing/Training/ Deployment	TBD	TBD	TBD

1. LICENSE GRANT

FEI grants to the State a non-exclusive, perpetual license to use the Licensed Software together with any and all related Documentation, manuals, or instructions, either in hard copy or electronic form, subject to and in accordance with the terms and conditions of this Contract, including but not limited to Exhibit J: *WITS Master License Agreement*; such software to be used for purposes of facilitating the organization and/or transfer of Data relating to treatment services. The State may allow its agents and contractors to access and use the WITS Software, and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

2. DOCUMENTATION

FEI shall provide the State with WITS Software user and technical Documentation. The State may make a sufficient number of copies of the WITS Software for its licensed use and one copy of each program

Documentation shall include but not be limited to, user manuals technical Documentation, and training materials.

3. RESTRICTIONS

The State shall not:

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

4. TITLE

All rights, title, and interest in State Data shall remain with the State. All rights, title and interest in Core Software, Developed Modules, and the associated Software Documentation shall remain with FEI and the WITS Collaborative Partnership. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing., or service bureau use. All rights, title and interest in Custom Developed Modules and the associated Software Documentation shall remain with the State, and shall be licensed back to FEI as specified in Attachment A to Exhibit J: *WITS Master License Agreement.* All other intellectual property rights in such Deliverables remain with the State.

5. WITS SOFTWARE ESCROW

FEI shall not be required to escrow the WITS Software if the following provisions are met:

a. FEI provides updated copies of the Source Code and Documentation to the State, at intervals agreed upon by the State.

b. Source code and Documentation updates shall include but not be limited to, All current System components, Documentation and files necessary to maintain the software and create executable modules for execution of the most current WITS application.

6. VIRUSES

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

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

7. AUDIT

Upon forty-five (45) days written notice, FEI may audit the State's use of the programs at FEI's sole expense. The State agrees to cooperate with FEI's audit and provide reasonable assistance and access to information. The State agrees that FEI shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, FEI's audit rights are subject to applicable State and federal laws and regulations.

8. NON-INFRINGEMENT

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

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

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

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

If FEI believes or it is determined that any of the Material may have violated someone else's intellectual property rights, FEI may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, FEI may end the license, and require return of the applicable Material and refund all fees the State has paid FEI under the Contract. FEI will not indemnify the State if the State alters the Material without FEI's consent or uses it outside the scope of use identified in FEI's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. FEI will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by FEI. FEI will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by FEI without FEI's consent.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT J
SOFTWARE LICENSE AND RELATED TERMS

ATTACHMENT A – WITS MASTER LICENSE AGREEMENT

This WITS MASTER LICENSE AGREEMENT (this "Agreement") is entered into and effective as of the __ day of _____ _____, 2008 by and between FEI INC., a Maryland corporation having its principal offices at 7175 Columbia Gateway Dr. Suite A, Columbia, Md. 21046 (hereinafter referred to as "Licensor") and the State of New Hampshire Department of Health and Human Services, a governmental agency with its principal offices at 127 Pleasant Street, Concord, NH 03301 (hereinafter referred to as "Licensee").

WHEREAS, Licensor is, among other things, a software developer with expertise in developing computer software and systems to be used by various governmental agencies and entities for purposes of interfacing with the U.S. federal government's treatment services system.

WHEREAS, Licensee is desirous of licensing and using Licensor's software to be used in connection with its treatment services system.

THEREFORE, pursuant to the terms and conditions contained herein and any attachments hereto, and for consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. Definitions.

1.1. The term "Core Software" shall mean the proprietary software co-authored, co-developed, and co-owned by Licensor and the University of Maryland Bureau of Governmental Research ("BGR") prior to the Effective Date which provides "core" functionality to and is integral in the use and operation of the Licensed Software (defined hereunder).

1.2. The term "Developed Module(s)" shall mean one or more pieces of software created by Licensor at the request of one or more third parties (including but not limited to Licensor and BGR) which, when used with the Core Software, add functionality and utility to the Core Software. The Developed Modules in existence as of the Effective Date are listed on Schedule A, attached.

1.3. The term "Licensed Software" shall mean the executable software application (both object and Source Code) known as the Web Infrastructure for Treatment Services Systems ("WITS"), consisting of the Core Software, Developed Modules (as listed on Schedule A), Future Developed Modules (as applicable), and other modifications to the Licensed Software from time to time made by Licensor and not related to the addition of enhancements to the software which are not necessary to the basic functions of, and which are not related to the repair of bugs or errors in, the software.

1.4. The term "Scope of Work" shall mean that certain document entitled "Scope of Work" entered into by and between the parties separate from this Agreement, which sets forth the commercial terms relating to services (including but not limited to design, development, programming, Implementation, and support services) associated with the Licensed Software. The Scope of Work may make reference to but will not be made a part of this agreement.

1.5. The term "Custom Developed Module(s)" shall mean one or more Developed Modules created by Licensor for Licensee pursuant to the Scope of Work.

1.6. The term "Future Developed Module(s)" shall mean Developed Module(s) not in existence as of the Effective Date but which come into existence at some future date.

1.7. The term "Effective Date" shall mean the date this Agreement is signed by both parties, or at a later date specified in the Agreement once that date has arrived or passed.

2. Grant of License.

2.1. Licensor grants to Licensee a non-exclusive, perpetual license to use the Licensed Software in executable form, together with any and all related Documentation, manuals, or instructions, either in hard copy or electronic form, subject to and in accordance with the terms and conditions of this Agreement, such software to be used for purposes of facilitating the organization and/or transfer of Data relating to treatment services.

2.2. Licensee shall have the right to permit its agency, departments and staff within Licensee's organization to use the Licensed Software consistent with the terms of this Agreement.

2.3. It is understood by the parties that Licensee may choose to use as many or as few of the Developed Modules as it may desire, and Licensee may add or eliminate Developed Modules from its Implementation of the Licensed Software at any time.

2.4. Except as otherwise provided herein, Licensor shall license to Licensee, or assign its license in and to, any software drivers or third-party software necessary to run, use, and access the Licensed Software.

2.5. For the term of this agreement the Licensee shall be entitled to receive from Licensor, at no additional charge to Licensee, all upgrades and revisions to the Licensed Software as determined by Licensor to be necessary for the repair of errors or omissions, including but not limited to software bugs.

2.6 Licensee shall be entitled to have access to and use of the Licensed Software Source Code for maintenance, upkeep, and continued private development purposes only. If this agreement is terminated Licensee shall have use of the Licensed Software Source Code which was available up to the time of termination in perpetuity. Notwithstanding the foregoing, Licensee agrees to take reasonable efforts to protect the secrecy and confidentiality of the Source Code and shall not disclose the Source Code to anyone without the prior permission of Licensor.

3. License Back

3.1. Licensee grants to Licensor for use by WCP consortium members a non-exclusive license to use, install, modify, offer for sublicense, and sublicense any Custom Developed Module(s) created by Licensor for Licensee, together with any and all related

Documentation, manuals, or instructions, either in hard copy or electronic form at no cost/fee.

3.2. Licensor shall not be required to provide an accounting for or pay royalties to Licensee for any licenses, sublicenses, or other uses of the Custom Developed Module(s) or derivations thereof which are provided to Licensor's licensees, however any derivative software created by Licensor from and using the Source Code of the Custom Developed Module(s) shall be owned by Licensee in accordance with this Agreement, such derivative software to also be subject to these terms of license back.

3.3. Licensor shall have the right to use and modify the Source Code to the Custom Developed Module(s) for purposes of enabling the Custom Developed Module(s) to be used by third-party licensees or sub-licensees of Licensor in connection with past or future licenses of the Licensed Software, subject to the obligations of confidentiality contained hereunder.

3.4. The obligations under this Section shall survive the termination of this Agreement.

4. Option to License Future Developed Modules.

4.1. From time to time after the Effective Date, Licensor may, at its sole discretion, inform Licensee of the existence of Future Developed Modules not in existence as of the Effective Date. Licensee shall have, at its sole discretion, the option to license such Future Developed Modules in accordance with the terms contained herein.

4.2. If Licensee shall desire to incorporate such Future Developed Modules into the Licensed Software, Licensee shall advise Licensor in accordance with the notice provisions hereunder, and those Future Developed Modules shall thereafter be made available to Licensee for installation and incorporation into the Licensed Software, and the identity of such Future Developed Modules shall be added to Schedule A by written amendment executed by both parties, thereby becoming part of the Licensed Software as of the date of such written amendment.

4.3. If Licensee elects to incorporate Future Developed Modules into the Licensed Software, there shall be no additional charge for such modules. Licensee and Licensor may separately negotiate a cost for any software configuration, customization, or installation services which may be required or requested.

5. Use of the Licensed Software.

5.1. Licensee agrees to take all reasonable steps to ensure that all of its employees, contractors, officers, and agents using the Licensed Software are familiar with and abide by the terms and conditions of this Agreement.

5.2. Licensee shall, at Licensee's sole cost and expense, purchase and provide the necessary operating System software, computer hardware, and computer-machine interface hardware

required, Specifications for such hardware and software requirements to be provided by Licensor.

5.3. Licensee agrees that it shall not attempt to reverse engineer, reverse compile, or disassemble the computer code (or any trade secrets or algorithms embodied therein) of the Licensed Software or Developed Module(s).

6. Maintenance and Support.

6.1. Licensor shall not be obligated to provide any maintenance or support services to Licensee under this Agreement. Any maintenance and support services relating to the Licensed Software shall be set forth and governed by the provisions of Exhibit G: *Support and Maintenance.*

7. Documentation and Manuals.

7.1. Licensor shall be obligated to, produce Documentation and written instructions reasonably calculated to instruct and enable Licensee to use and take advantage of the full functionality of the Licensed Software (the "Maintenance Manual"). The Maintenance Manual may be supplied to Licensee by Licensor in a form accessible to Licensee (electronic or hard copy form). The Maintenance Manual may be updated periodically by Licensor, at no additional cost to Licensee, as upgrades, revisions, or other material changes or modifications are made to the Licensed Software, such updates also to be provided in electronic or hard copy formats.

8. Term and Termination.

8.1. This Agreement shall commence on the Effective Date and shall continue in effect thereafter until and unless terminated in accordance with the provisions in Contract Statement of Work, Section 13: *Termination.*

9. Ownership and Derivative Works.

9.1. Licensor represents and warrants that it has the full right and authority to license the Core Software for use by Licensee in connection with the Licensed Software. Licensor represents and warrants that it has the full right and authority to license any Custom Developed Modules for use by Licensee in connection with the Licensed Software.

9.2. The Core Software and all related Documentation, manuals, and instructions are protected by applicable copyright, patent, trademark, or trade secret laws. Licensee agrees to take any reasonable steps necessary to protect the proprietary rights of Licensor and to avoid the infringement, direct or indirect, of such rights.

9.3. All title and rights of ownership in and to the Developed Module(s) and all related Documentation, manuals, and instructions remain with Licensee and are protected by applicable copyright, patent, trademark, or trade secret laws. Licensor shall have the right to use the Custom Developed Module(s) only as specifically provided herein. Licensor

agrees to take any reasonable steps necessary to protect the proprietary rights of Licensee and to avoid the infringement, direct or indirect, of such rights.

9.4. The obligations under this Section shall survive the termination of this Agreement.

10. Confidentiality.

10.1. Subject to State and federal laws and regulations, including RSA 91-A, the parties to this Agreement agree to maintain all of the terms of this Agreement, any Exhibits, and any attached Addenda, as well as the substance of any discussions, negotiations, and correspondence related to this Agreement in strict confidence, and to keep same from any and all third parties, except such disclosures that are otherwise required by law. In the event of such disclosures, the disclosing party agrees to provide the other party advance notice of its intention to provide such disclosures, including with such notice the name and contact address and telephone number of the entity to whom such disclosures shall be made.

10.2. Subject to State and federal laws and regulations, including RSA 91-A, the parties to this Agreement shall make reasonable efforts to protect the secrecy of all information and documents unless they are exempt from disclosure and the individual documents or information are clearly designated as "exempt". Documents and information identified as "exempt" shall indicate the basis for such exemption. All other information or documents may be open to public inspection and copying. The parties to this Agreement shall indemnify and defend the decision to honor such a designation. The failure of either party to designate as exempt any document or information released by the other party shall constitute a complete waiver of any and all claims for damages caused by any such release. If a request is received for materials claimed exempt, the exempting party shall provide the legal defense for such claim.

10.3. The obligations of secrecy and confidentiality contained in this Section shall be in effect during the term of this Agreement and shall survive termination and remain in effect for a period of five (5) years after termination of this Agreement.

11. Infringement.

11.1. Licensor represents and warrants that Licensor has all right to furnish the Licensed Software in accordance with the terms and conditions of this Agreement and that the Licensed Software and Licensee's use thereof do not and shall not directly or indirectly violate or infringe upon any copyright, patent, trademark, trade secret, or other proprietary or intellectual property right of any third-party. Licensor shall indemnify and hold Licensee and its successors, officers, directors, employees, and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of any breach or claimed breach of the foregoing warranty of non-infringement and Licensor shall defend and settle, at its sole expense, all suits or proceedings arising there from.

11.1 Licensee shall immediately inform Licensor of any suit or proceeding against Licensee for which indemnity is claimed under the foregoing warranty of non-infringement.

Licensee shall have the right to participate in the defense of any such suit or proceeding, at its own expense and through counsel of Licensee's choosing, but may not impede or hamper Licensor's defense of or efforts to settle any such suit or proceeding. Licensor shall have the sole right to conduct the defense of any such suit or proceeding and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing between the parties hereto. Licensor shall notify Licensee of any actions, claims, or suits against Licensor based on an alleged infringement of any party's intellectual property rights in and to the Licensed Software.

11.2 Licensor has no obligation in any respect for any claim based on Licensee's unauthorized modification of the Licensed Software or its combination, operation, or use with any product, Data, or apparatus not specified or provided by Licensor, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, Data, or apparatus specified by Licensor.

11.3 The obligations under this Section shall survive the termination of this Agreement.

11.4 THIS SECTION STATES LICENSOR'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT. ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF NON-INFRINGEMENT ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED.

12 Limited Warranties.

12.1 Licensor warrants that the Licensed Software will operate in all material aspects in accordance with the Scope of Work and any Documentation, instruction, directions, or manuals provided by Licensor to Licensee when the Licensed Software is used in accordance with the uses described in the Scope of Work and any Documentation, instructions, directions, or manuals.

12.2 Licensor warrants that, at the time the Licensed Software is provided to Licensee, no portion of the Licensed Software shall contain any "time bomb," "Trojan horse," "worm," "drop dead device," "virus," or other routine, device, or undisclosed feature designed to (i) disable, damage, or erase the Licensed Software or any portion thereof or any other Data, or (ii) perform any similar actions that would preclude full use of and access to the Licensed Software by the Licensee.

12.3 Licensor warrants that it has the right to grant a license for the use of the Licensed Software.

12.4 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH THE LICENSED SOFTWARE, AND ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED. EXCEPT FOR ANY EXPRESS WARRANTIES STATED IN THIS AGREEMENT, IF

ANY, THE LICENSED SOFTWARE IS PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE LICENSEE.

12.5 LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN LICENSEE WITH RESPECT TO THE LICENSED SOFTWARE OR ANY PART OF IT. THIS AGREEMENT IS NOT INTENDED TO CONFER ANY RIGHTS TO ANY THIRD PARTY BENEFICIARY, AND ONLY LICENSOR AND LICENSEE HAVE THE RIGHT TO ENFORCE ANY OF THE TERMS HEREIN. ANY AND ALL EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED BY LICENSOR AND WAIVED BY LICENSEE.

13 Limitation of Liability.

13.1 Licensor has no obligation in respect to any claim arising out of Licensee's permitted modifications to the Licensed Software or its combination, operation, or use with any product, Data, or apparatus not specified or provided by Licensor or known to Licensor at the time of installation on the Licensed Installation.

13.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, BUSINESS INTERRUPTION, OR FOR LIABILITY TO THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR THE FURNISHING, PERFORMANCE, OR USE OF THE LICENSED SOFTWARE PROVIDED FOR IN THIS LICENSE AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

14 Relationship of the Parties.

14.1 This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as an obligation or be deemed to obligate the parties to enter into any future agreement with respect to the matters set forth in this Agreement or as providing for the sharing of profits or losses arising out of the efforts of either or both parties. Each party shall act as an independent contractor to the other and not as an agent of the other for any purpose whatsoever and neither party shall have any authority to bind the other or enter into any agreement on behalf of the other.

15 Construction.

15.1 The parties each warrant and acknowledge that they have each had equal opportunity to negotiate the terms and conditions and participate in the drafting of this Agreement. Accordingly, this Agreement shall not be construed against any one party as the drafter but

shall be construed according to its terms equally as to each party. Any rule of construction against the drafter is hereby waived by each of the parties as to this Agreement.

16 Disputes.

~~16.1~~ Except for any suit seeking injunctive relief to enforce the proprietary rights or protect the confidential information of either party, the parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a claim or controversy should arise, representatives of the parties shall meet at least once and will attempt in good faith to resolve the dispute. For such purpose, either party may request the other to meet within fifteen (15) days at a mutually agreed upon time and place. If the parties are not able to conduct a meeting within the fifteen (15) day period or to resolve the dispute within thirty (30) days after their first negotiating meeting (or such longer period of time as may be mutually agreed upon), either party may refer the claim or controversy to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the parties agree to participate in the mediation process. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.

~~16.2~~ The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to the American Arbitration Association, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

~~16.3~~ The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator at any time be unable or unwilling to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties.

16.4 If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this agreement and other rights and remedies afforded to them by law.

16.5 The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and Statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

16.6 The parties further agree to share equally the costs of the mediation; such costs will not include costs incurred by a party for representation by counsel at the mediation.

17 Excusable Delay.

17.1 In no event shall either party be liable one to the other for any delay or failure to perform hereunder, the delay or failure to perform due to causes beyond the control of said party, including, but not limited to, acts of God, acts of the public enemy, terrorism, civil disturbance, acts of any government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions.

18 Notices.

18.1 All notices, orders, directives, requests, or other written communications required or permitted to be given or sent pursuant to this Agreement shall be deemed given (or issued) if sent by overnight courier or first-class mail addressed as follows:

In the case of Licensor to:

FEI.com, Inc.
7175 Columbia Gateway Dr. Suite A
Columbia, Md. 21046

In the case of Licensee to:
State of New Hampshire
Department of Health and Human Services
Bureau of Drugs and Alcohol Services
127 Pleasant Street
Concord, NH 03301

18.2 Either party may, by written notice given in accordance with the foregoing, change its address or designated recipient for notices. Any notice given as aforesaid shall be deemed to have been received on the day after the date of the overnight mail receipt or three (3) working days after deposit in the mail (first-class, postage prepaid), whichever is applicable.

19 Assignment.

19.1 This Agreement is personal to Licensor and Licensee, and shall be binding on the parties and their permitted assigns.

19.2 The rights, duties and obligations of the State under this Agreement may not be assigned by the State in whole or in part by operation of law or otherwise without the prior express written consent of FEI, and any attempted assignment of any rights, duties or obligations hereunder without such consent shall be null and void.

19.3 FEI shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be subcontracted by FEI without the prior written consent of the State.

20 Miscellaneous

20.1 Survival. Any provisions of this Agreement which by their nature or as drafted extend beyond its termination, including without limitation the provisions relating to the obligations of confidentiality of the parties hereunder, and any provisions which survive by action of statute, shall survive the completion, rescission, or termination of this Agreement.

20.2 Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

20.3 Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of New Hampshire without regard to its conflict of laws principles.

20.4 Modification, Amendment, Supplement, and Waiver. No alteration, modification, attachment, supplement, or exhibit to this Agreement shall be valid unless made in writing, signed by Licensor and Licensee, and approved by the New Hampshire Governor and Executive Council. A failure or delay by either party to this Agreement to enforce, at any time, any of the provisions of this Agreement, to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof shall in no way be construed to be a waiver of any provision of this Agreement.

21 Headings.

21.1 The headings of this Agreement are for reference purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Software

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

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

1.2 Non-Infringement

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

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

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

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

If FEI believes or it is determined that any of the Material may have violated someone else's intellectual property rights, FEI may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, FEI may end the license, and require return of the applicable Material and refund all fees the State has paid FEI

under the Contract. FEI will not indemnify the State if the State alters the Material without FEI's consent or uses it outside the scope of use identified in FEI's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. FEI will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, Software, data, or material not furnished by FEI. FEI will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by FEI, without FEI's consent.

1.3 Viruses; Destructive Programming

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

1.4 Compatibility

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

1.5 Services

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

1.6 Personnel

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

2. WARRANTY SERVICES

FEI agrees to maintain, repair, and correct Deficiencies in the Software/System, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications and Terms of the Contract, including, without limitation, correcting all errors, and defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and Documentation.
Warranty Services shall include, without limitation, the following:

a. Repair or replace the hardware and Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
b. FEI will guide the State with possible solutions to resolve issues identified as bugs, to maintain a fully functioning, hosted System.

c. FEI shall use a change management policy for notification and tracking of change requests as well as critical outages
d. For all Warranty Services calls, FEI shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information;
e. FEI must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
f. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by FEI no later than thirty (30) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event FEI fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) immediately declare FEI in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return FEI's Software and receive a full refund within ninety (90) days for all amounts paid to FEI under the Contract, including but not limited to, any applicable license fees; 3) pursue its remedies available at law and in equity.

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

WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and shall continue for the full term of the Contract, including any extensions.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT L
TRAINING SERVICES

1.0 TRAINING

State staff and BDAS providers must receive training to correctly understand how to use the functionality in WITS, so that Data will be collected and reported properly. FEI shall provide a combination of on-site training sessions with web-based follow-ups for a variety of user types, which should enable users to manage all aspects of the System.

Description	Basic Assumptions
TRAINING – Phase 1	
Provide training sessions for System and Agency Administrators, Billing Administrators, and Reporting Administrators (which will include SSRS), as well as for providers (4 distinct sessions).	All trainings will allow for 4 follow up web-based review sessions
System-Agency Administrator	2 days
Billing Administrators	1 day
Reporting Administrators (SSRS)	.5 day
Providers	3 consecutive days
TRAINING – Phase 2	
Provide training sessions for System and Agency Administrators, Billing Administrators, as well as for providers (3 distinct sessions).	All trainings will allow for 2 follow up web-based review sessions
System-Agency Administrator	1 day
Billing Administrators	.5 day
Providers	2 consecutive days
TRAINING – Phase 3	
Provide training sessions for System and Agency Administrators, as well as for Reporting Administrators (2 distinct sessions).	All trainings will allow for 1 follow up web-based review session
System-Agency Administrator	.5 day
Reporting Administrators (SSRS)	.5 day
TRAINING – Phase 4	
Provide training session for System and Billing Administrators (1 session).	Training will allow for 1 follow up web-based review session
System-Billing Administrator	.5 day

EXHIBIT M – NOT APPLICABLE TO THIS CONTRACT

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EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

FEI Proposal to the Department of Health and Human Services Bureau of Drugs and Alcohol dated September 27, 2009 is incorporated herein by reference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
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EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are :

- **A.** FEI Certificate of Vote/Authority
- **B.** FEI Certificate of Good Standing
- **C.** FEI Certificate of Insurance
- **D.** DHHS Standard Certificates
  - **i.** Standard Exhibits
  - **ii.** HIPAA Business Associates Agreement

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
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EXHIBIT O - C
Special Provisions

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

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

3. **Time and Manner of Determination:** Eligibility determinations shall be made and remade at such times as are prescribed by the Department.

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

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

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Agreement, nothing contained shall be deemed to obligate or require the Department to purchase Services hereunder at a rate which reimburses the Contractor in excess of the Contractor's Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Agreement or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such Costs, or has received payment in excess of such Costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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

    8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs;

    8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the

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

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

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

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

   9.2 **Statistical Records:** Program statistical and enrollment, attendance, or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient).

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. The Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds $500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after June 30, 1999.

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

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

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directed connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian. Notwithstanding anything to the contrary contained herein, the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

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12. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.), was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

13. **Debarment, Suspension and Other Responsibility Matters:** If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

14. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

☐ (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed $500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

☐ (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide insurance in the amount of $2 million per incident and instead, accept the insurance provided by contractor in the amount of $1 million per incident.

15. **Renewal:**

As referenced in the Request for Proposal, Renewals Section, this Agreement has the option to renew for two extensions for two additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT O – D

Certification Regarding Drug-Free Workplace Requirements

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

ALTERNATIVE I – FOR 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 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

   (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   (b) Establishing an ongoing drug-free awareness program to inform employee's about:

      (1) The dangers of drug abuse in the workplace;
      (2) The grantee's policy of maintaining a drug-free workplace;
      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

   (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

      (1) Abide by the terms of the statement; and

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(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

First Health Services Corporation **From: 7/1/10 or date of G&C Approval, whichever is later To: 6/30/13**
Contractor Name **Period Covered by this Certification**

Rodney E. Conrad Sr. Vice President
Name and Title of Authorized Contractor Representative

Rodney E Conrad July 13, 2010
Contractor Representative Signature **Date**

Contractor Initials: RC
Date: 7/13/10

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT O – E
Certification Regarding Lobbying

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

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

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

Contract Period July 1, 2010 or date of G&C Approval, whichever is later To: June 30, 2013

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Rodney E Conrad — Sr. Vice President

Contractor Signature — **Contractor's Representative Title**

Rodney E. Conrad - FEI.com, inc. — July 13, 2010

Contractor Name — **Date**

Contractor Initials: RC
Date: 7/13/10

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT O – F

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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Date: 7/13/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT O – F

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

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

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

   d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Rodney P Conrad — Sr. Vice President

Contractor Signature — **Contractor's Representative Title**

Rodney E. Conrad, FEI.com, Inc. — July 13, 2010

Contractor Name — **Date**

Contractor Initials: RC
Date: 7/13/10

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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EXHIBIT O – G
Certification Regarding The Americans With Disabilities Act Compliance

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

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

Rodney E Conrad — Sr. Vice President

Contractor Signature — **Contractor's Representative Title**

Rodney E. Conrad, FEI.com, Inc. — July 13, 2010

Contractor Name — **Date**

Contractor Initials: RC
Date: 7/13/10

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT O – H

Certification Regarding Environmental Tobacco Smoke

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

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

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

Rodney E Conrad
Contractor Signature

Sr. Vice President
Contractor's Representative Title

Rodney E. Conrad FEI.com, Inc
Contractor Name

July 13, 2010
Date

Contractor Initials: RC
Date: 7/13/10

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT O – I

Health Insurance Portability and Accountability Act
Business Associate Agreement

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-91 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

a. "Designated Record Set" shall have the meaning as the term "designated record set" in 45 CFR Section 164.501.

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions – All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

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b. Business Associate may use or disclose PHI:

(i) for the proper management and administration of the Business Associate;
(ii) as required by law, pursuant to the terms set forth in paragraph d below; or
(iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) b and (3) k. herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights enforceable and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures

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relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3.k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

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

Dept of Health & Human Services Bureau of Drug and Alcohol Services State of New Hampshire Agency Name	FEI.com, Inc. Contractor Name
Signature of Authorized Representative	Contractor Representative Signature
Authorized DHHS Representative Name	Rodney E. Conrad Authorized Contractor Representative Name

Contractor Initials: RC
Date: 7/18/12

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
2010-035 DHHS STATE OUTCOMES MEASURMENT AND MANAGEMENT SYSTEM
EXHIBIT O – I
Health Insurance Portability and Accountability Act
Business Associate Agreement

Director	Sr. Vice President
Authorized DHHS Representative Title	Authorized Contractor Representative Title
	July 13, 2010
Date	Date

Contractor Initials: RC
Date: 7/13/10