



Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
***DIVISION FOR BEHAVIORAL HEALTH***

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 1, 2021

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 enter into a **Sole Source** amendment to an existing contract with RCR Technology Corporation, Inc. 251 N. Illinois Street, Suite 1150, Indianapolis, Indiana (Vendor # 223258), to build an ~~algorithm for the determination tool and a report for the comprehensive assessment for treatment~~ providers, and develop business requirements for system needs, into the existing web based data management system, increasing the price limitation by \$200,000 from \$1,035,423.50 to \$1,235,423.50 with no change to the contract completion date of October 31, 2022 effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on July 10, 2013, Item #57. It was subsequently amended with Governor and Council approval on October 25, 2017, item #12, and most recently amended with Governor and Council approval on October 23, 2019, item #17.

Funds are available in the following accounts for State Fiscal Years 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Sole Source** because the Vendor is uniquely qualified to provide new system updates and programming to an existing web-based data management system currently maintained and supported by this Vendor. Additionally, MOP 150 requires a contract be identified as sole source when an amendment increases the price limitation by more than 10% of the original contract price limitation. The Contractor's web-based system provides the New Hampshire Child and Adolescent Needs and Strengths Assessment (NH-CANS) and the New Hampshire Adult Needs and Strengths Assessment (NH-ANSA), which are evidenced based assessment tools that allow providers to identify mental health needs of individuals.

The purpose of this request is to provide new system updates and programming for the single, standardized assessment tool, which is to be used across the Child Service system, as required by the Child Welfare Transformation, 10 Year Mental Health Plan and RSA 135-F as amended by 2019 Senate Bill 14. The Vendor will add provider types to the system; to build an algorithm for the determination tool and a report for the comprehensive assessment treatment final report; and to develop business requirements for system needs for Division of Children, Youth and Family into the Contractor's current web-based data management system. This work

will assist in supporting the comprehensive assessment treatment providers in determining which residential treatment level of care will best meet the clinical needs of every child assessed and establish medical necessity for payment purposes. The enhancement of this system will allow the Department to track and measure outcomes for children and youth being served in the Children's Behavioral Health System.

Approximately 600 individuals will be served from February 1, 2021 to October 31, 2022, which include children, youth, young adults, and their families who face challenges finding the appropriate supports to address the difficulties they experience in day-to-day life due to serious emotional disturbances.

The utilization of RCR Technology System, allows for the housing of information relative to children, youth and young adults who are approved for and are being treated in a residential setting. The system houses determinations for the need of residential care; Level of Care recommendations; and the Child and Adolescent Needs and Strengths Assessment results. The output from the Contractor's system, will allow for consistent and clear communication among parties who need the information.

The Department will monitor contracted services using work plans to achieve the deliverables outlined in the contract.

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Should the Governor and Executive Council not authorize this request, the Department will be out of compliance with RSA 135-F for a single, standardized assessment tool. As a result, families with children and youth who have serious emotional disturbances may not have access to services that can assist them with meeting the challenges presented by mental illness, which could result in an increase in out-of-community and an out-of-state placement for these children and youth, increased involvement with DCYF, and more frequent and longer stays for these children and youth at New Hampshire Hospital.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,



Lori A. Shibinette  
Commissioner

**Fiscal Details**

**05-95-92-920010-1849 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, TTI GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2014	038-9038	Technology - Software	92201849	\$108,100.00	\$0.00	\$108,100.00
2015	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
2016	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
2017	038-9038	Technology - Software	92201849	\$4,977.00	\$0.00	\$4,977.00
2018	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$113,077.00</b>	<b>\$0.00</b>	<b>\$113,077.00</b>

**05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2014	102-0731	Contracts for Prog Svc	49053316	\$48,751.70	\$0.00	\$48,751.70
2015	102-0731	Contracts for Prog Svc	49053316	\$58,200.00	\$0.00	\$58,200.00
2016	102-0731	Contracts for Prog Svc	49053316	\$33,950.00	\$0.00	\$33,950.00
2017	102-0731	Contracts for Prog Svc	49053316	\$21,986.00	\$0.00	\$21,986.00
2018	102-0731	Contracts for Prog Svc	49053316	\$0.00	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$162,887.70</b>	<b>\$0.00</b>	<b>\$162,887.70</b>

**05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL  
HEALTH BLOCK**

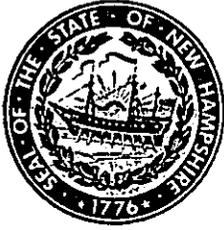
State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2014	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2015	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2016	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2017	102-0731	Contracts for Prog Svc	92207143	\$6,987.00	\$0.00	\$6,987.00
2018	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$6,987.00</b>	<b>\$0.00</b>	<b>\$6,987.00</b>

**05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES,  
MENTAL HEALTH BLOCK GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-0731	Contracts for Prog Svc	92204120	\$90,251.80	\$0.00	\$90,251.80
2019	102-0731	Contracts for Prog Svc	92204120	\$51,000.00	\$0.00	\$51,000.00
2020	102-0731	Contracts for Prog Svc	92204120	\$122,685.00	\$0.00	\$122,685.00
2021	102-0731	Contracts for Prog Svc	92204120	\$40,555.00	\$0.00	\$40,555.00
2022	102-0731	Contracts for Prog Svc	92204120	\$40,555.00	\$0.00	\$40,555.00
2023	102-0731	Contracts for Prog Svc	92204120	\$11,500.00	\$0.00	\$11,500.00
			<b>Subtotal</b>	<b>\$356,546.80</b>	<b>\$0.00</b>	<b>\$356,546.80</b>

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
 DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, BUR FOR CHILDRENS BEHAVRL HLTH,  
 SYSTEM OF CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-0731	Contracts for Prog Svc	92102053	\$210,705.00	\$0.00	\$210,705.00
2021	102-0731	Contracts for Prog Svc	92102053	\$81,110.00	\$200,000	\$241,110.00
2022	102-0731	Contracts for Prog Svc	92102053	\$81,110.00	\$0	\$121,110.00
2023	102-0731	Contracts for Prog Svc	92102053	\$23,000.00	\$0.00	\$23,000.00
			<b>Subtotal</b>	<b>\$395,925</b>	<b>\$200,000</b>	<b>\$595,925</b>
			<b>Total</b>	<b>\$1,035,423.50</b>	<b>\$200,000</b>	<b>\$1,235,423.50</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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

January 26, 2021

Lori Shibinette, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with RCR Technology Corporation, Inc. Indianapolis, Indiana as described below and referenced as DoIT No. 2013-007C.

This is a request to amend an existing contract with RCR Technology Corporation for an enhancement to the current standardized assessment tool which is used across the Child Service system, as required by the Child Welfare Transformation, 10 Year Mental Health Plan and RSA 135-F.

RCR Technology will add provider types to the system, build an algorithm for the determination tool and a report for the comprehensive assessment treatment final report, and develop business requirements for system needs for the Division of Children, Youth and Family. This work will assist in supporting the comprehensive assessment treatment providers in determining which residential treatment level of care will best meet the clinical needs of every child assessed and will provide the Department the ability to track and measure outcomes for children and youth being served in the Children's Behavioral Health System.

This amendment will increase the price limitation by \$200,000 from \$1,035,423.50 to \$1,235,423.50, with no change to the contract completion date of October 31, 2022 effective upon Governor and Council approval.

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  
DoIT #2013-007C  
cc: Michael Williams, IT Manager, DoIT



**New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

This Amendment to the State of NH CANS/ANSA Web Based Training and Data Collection System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and RCR Technology Corporation ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013 (Item #57), as amended on October 25, 2017 (Item #12) and October 23, 2019 (Item #17), 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, pursuant to Agreement-Part 1, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; 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 to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,235,423.50
2. Modify Contract 2013-007 Part 3, Exhibit A, Contract Deliverables, Section 2, Deliverables, Milestones, and Activities Schedule, Subsection 2.1, Implementation Schedule – Activities/Deliverables/Milestones, by adding Amendment #3 Activities/Deliverables, to read:

ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERY DATE
<b>Amendment #3 Activities/Deliverables</b>	
Project Work plan to complete Amendment #3 Activities and Deliverables	Within 20 calendar days from the effective date of this Amendment #3.
Add provider types into RCR System Additions: Two (2) Care Management Entities	February 28, 2021
Add provider types into RCR System Additions to include, but are not limited to: Comprehensive Assessment of Treatment organizational entity and Comprehensive Assessment of Treatment Assessors.	Ongoing: Within 2 business days from the date the Department requests these be added, with an approximate end date of June 30, 2021
Build and incorporate the Algorithm of Determination, provided by DHHS, within their current electronic system.	June 30, 2021



**New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System**

ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERY DATE
<b>Amendment #3 Activities/Deliverables</b>	
Build and incorporate the Comprehensive Assessment of Treatment Final report, provided by DHHS, within their current electronic system.	June 30, 2021
Work with DHHS (DCYF and BCBH), as well as, potential stakeholders to help develop and organize business requirements needed to fulfill DCYF System needs.	June 30, 2021
All applicable components of the original contract and prior amendments shall apply to Amendment #3 Activities/Deliverables but not limited to testing services, maintenance and support services, and work plan.	

3. Modify Exhibit B-2 Amendment #2, Price and Payment Schedule, Section 1, Deliverable Payment Schedule by adding Table 3 – Amendment #3, Deliverables and Pricing, to read:

SERVICES	SFY 2021	SFY 22	TOTAL
Add provider types into RCR System	\$3,440	\$0	\$3,440
Build and incorporate the Algorithm of Determination	\$56,928	\$0	\$56,928
Build and incorporate the Comprehensive Assessment of Treatment Final report	\$57,904	\$0	\$57,904
Assist with development and organization of business requirements needed to fulfill DCYF System needs.	\$81,728	\$0	\$81,728
<b>GRAND TOTAL</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$200,000</b>



**New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. 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

1/26/2021

Date

DocuSigned by:  
*Katja Fox*  
50006804C83443...  
Name: Katja Fox  
Title: Director

RCR Technology Corporation, Inc.

1/21/2021

Date

DocuSigned by:  
*Robert Reed*  
815FA770C5FA41D...  
Name: Robert Reed  
Title: President



**New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System**

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

OFFICE OF THE ATTORNEY GENERAL

1/31/2021

Date

DocuSigned by:

D5CA9202E32C4AE...

Name: Catherine Pinos

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:

# State of New Hampshire

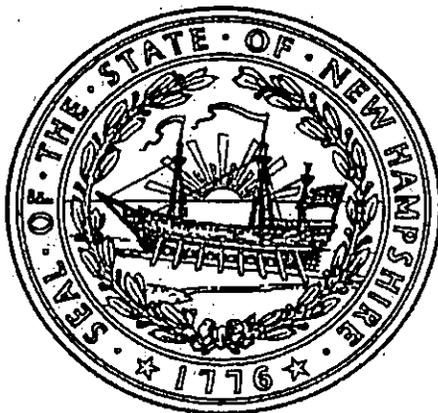
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RCR TECHNOLOGY CORPORATION is a Indiana Profit Corporation registered to transact business in New Hampshire on December 09, 2011. 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: 662882

Certificate Number: 0005228478



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of January A.D. 2021.

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

William M. Gardner  
Secretary of State

**Certificate of Authority # 1**

*(Corporation of RCR Technology)*

**Corporate Resolution**

I, Sharon Robinson - Reed, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*

RCR Technology Corporation. I hereby certify the following is a true  
copy of a *(Name of Corporation or LLC)*

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March  
*(Month)*

16, 20 18 at which a quorum of the Directors/shareholders were present and voting.  
*(Day) (Year)*

**VOTED:** That Robert Reed, President and CEO, (may list more than one person) is duly  
authorized to *(Name and Title)*

enter into contracts or agreements on behalf of RCR Technology Corporation with  
*(Name of Corporation or LLC)*

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any  
documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of  
the date of the contract to which this certificate is attached. I further certify that it is understood that the State of  
New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the  
position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits  
on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all  
such limitations are expressly stated herein.

DATED: 1/21/2021

ATTEST: Sharon R. Reed  
Secretary  
*(Name and Title)*



RCRTECH-01

SHELLIEBRAGG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2021

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NFP Property & Casualty Services, Inc. 8900 Keystone Crossing Suite 1200 Indianapolis, IN 46240	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (317) 808-7272      FAX (A/C, No): (317) 972-7142 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : Twin City Fire Insurance Company      29459 INSURER B : Hartford - Rated Multiple Companies      00914 INSURER C : INSURER D : INSURER E : INSURER F :
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**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36SBABC3157	3/26/2020	3/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			36SBABC3157	3/26/2020	3/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			36SBABC3157	3/26/2020	3/26/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	36WECAC9V2X	3/26/2020	3/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			36SBABC3157	3/26/2020	3/26/2021	Limit \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR BEHAVIORAL HEALTH**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

10/2/2019

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 exercise a renewal option and amend an existing agreement with RCR Technology Corporation, Inc. (Vendor #223258) 251 N. Illinois Street, Suite 1150, Indianapolis, Indiana, to provide service and maintenance to the New Hampshire Child and Adolescent Needs and Strengths Assessment (NH-CANS) and the New Hampshire Adult Needs and Strengths Assessment (NH-ANSA) data management system by increasing the price limitation by \$593,887 from \$441,536.50 to \$1,035,423.50, and by extending the completion date from October 31, 2019 to October 31, 2022, effective September 1, 2019 or upon Governor and Executive Council approval, whichever is later. 33.33% Federal Funds and 66.67% General Funds.

This agreement was originally approved by the Governor and Executive Council on July 10, 2013 (Item #57), and subsequently amended on October 25, 2017 (Item #12).

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-92-920010-1849 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, TTI GRANT**

SFY	Class/ Account	Title	Activity Code	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2014	038-9038	Technology - Software	92201849	\$108,100.00	\$0.00	\$108,100.00
2015	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
2016	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
2017	038-9038	Technology - Software	92201849	\$4,977.00	\$0.00	\$4,977.00
2018	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$113,077.00</b>	<b>\$0.00</b>	<b>\$113,077.00</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 5

**05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,  
HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE  
INCENTIVE PROGRAM BIP**

SFY	Class/ Account	Title	Activity Code	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2014	102- 0731	Contracts for Prog Svc	49053316	\$48,751.70	\$0.00	\$48,751.70
2015	102- 0731	Contracts for Prog Svc	49053316	\$58,200.00	\$0.00	\$58,200.00
2016	102- 0731	Contracts for Prog Svc	49053316	\$33,950.00	\$0.00	\$33,950.00
2017	102- 0731	Contracts for Prog Svc	49053316	\$21,986.00	\$0.00	\$21,986.00
2018	102- 0731	Contracts for Prog Svc	49053316	\$0.00	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$162,887.70</b>	<b>\$0.00</b>	<b>\$162,887.70</b>

**05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF  
HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK  
GRANT**

SFY	Class/ Account	Title	Activity Code	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2014	102- 0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2015	102- 0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2016	102- 0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2017	102- 0731	Contracts for Prog Svc	92207143	\$6,987.00	\$0.00	\$6,987.00
2018	102- 0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$6,987.00</b>	<b>\$0.00</b>	<b>\$6,987.00</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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**05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF  
HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, MENTAL  
HEALTH BLOCK GRANT**

SFY	Class/ Account	Title	Activity Code	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2018	102- 0731	Contracts for Prog Svc	92204120	\$90,251.80	\$0.00	\$90,251.80
2019	102- 0731	Contracts for Prog Svc	92204120	\$51,000.00	\$0.00	\$51,000.00
2020	102- 0731	Contracts for Prog Svc	92204120	\$17,333.00	\$105,352.00	\$122,685.00
2021	102- 0731	Contracts for Prog Svc	92204120	\$0.00	\$40,555.00	\$40,555.00
2022	102- 0731	Contracts for Prog Svc	92204120	\$0.00	\$40,555.00	\$40,555.00
2023	102- 0731	Contracts for Prog Svc	92204120	\$0.00	\$11,500.00	\$11,500.00
			<b>Subtotal</b>	<b>\$158,584.80</b>	<b>\$197,962.00</b>	<b>\$356,546.80</b>

**05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF  
HHS: BEHAVIORAL HEALTH DIV OF, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF  
CARE**

SFY	Class/ Account	Title	Activity Code	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2020	102- 0731	Contracts for Prog Svc	92102053	\$0.00	\$210,705.00	\$210,705.00
2021	102- 0731	Contracts for Prog Svc	92102053	\$0.00	\$81,110.00	\$81,110.00
2022	102- 0731	Contracts for Prog Svc	92102053	\$0.00	\$81,110.00	\$81,110.00
2023	102- 0731	Contracts for Prog Svc	92102053	\$0.00	\$23,000.00	\$23,000.00
			<b>Subtotal</b>	<b>\$0.00</b>	<b>\$395,925.00</b>	<b>\$395,925.00</b>
			<b>Grand Total</b>	<b>\$441,536.50</b>	<b>\$593,887.00</b>	<b>\$1,035,423.50</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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### **EXPLANATION**

The purpose of this request is to continue provision of a web-based data management system for NH-CANS and NH-ANSA assessments, and to provide technical assistance for providers to allow them to efficiently submit assessment data and generate reports. This contract renewal will also facilitate the future merging of the NH-CANS and NH-ANSA assessment data with existing mental health client databases at the Department.

The NH-CANS and NH-ANSA are evidence-based assessment tools that allow providers to identify the mental health needs of individuals, evaluate continued their need for mental health treatment, and communicate their needs, strengths and successes.

Use of the NH-CANS and NH-ANSA assessments is provided in contracts issued by the Bureau of Mental Health Services and Bureau for Children's Behavioral Health. An online NH-CANS and NH-ANSA system, maintained by the Contractor, is available to the ten (10) regional CMHCs and other providers contracted with the Bureau of Mental Health Services and Bureau for Children's Behavioral Health. Importantly, SB14 requires the Department to identify a standard statewide functional assessment for use within the children's system of care, and the Department has identified the NH-CANS to serve in this regard; its use will increase accordingly, as ongoing work to integrate this tool throughout the children's service system is underway.

The online NH-CANS and NH-ANSA System is available to the ten (10) regional CMHCs and other providers contracted with the Bureau of Mental Health Services and Bureau for Children's Behavioral Health. Its use has also been extended to the Division for Children, Youth, and Families (DCYF). Additionally, this contract renewal will facilitate the future merging of client data NH-CANS and NH-ANSA with existing client databases at the Department

The original agreement included language in Part 2, Subsection 1.3 allowing the Department to extend the contract term for up to five (5) years at the sole option of the State, subject to the parties prior written agreement. The Department has previously exercised a two (2) extension and is in agreement with exercising the final three (3) year extension available at this time.

The Contractor's effectiveness to deliver services will continue to be measured through monitoring of the following performance measures:

- Providing ongoing support for providers and Department personnel, including provider certification training, tracking, and reporting.
- Collecting and maintaining NH-CANS and NH-ANSA assessment data and ensure data accuracy; working on data quality issues with providers.
- Developing local, regional, and statewide data reports used to identify system needs, gaps, and/or strengths, and providing training on report generation.
- Producing an interactive means to create useful reports for agencies and the Department.
- Working with providers and the Department to develop enhancements to assessments as needed.

Should the Governor and Executive Council determine not to authorize this request, it will cause an irremediable interruption in NH-CANS and NH-ANSA data collection and cease all efforts to measure and report statewide, practice-wide, and individual recovery outcomes across the Department and its partners.

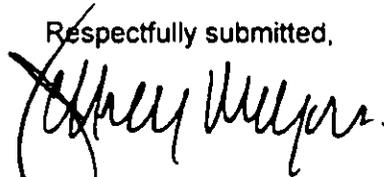
Area served: Statewide

His Excellency, Governor Christopher T. Sununu  
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Source of Funds: 33.33% Federal Funds from Substance Abuse and Mental Health Services Administration CFDA #93.958, FAIN # B09SM010035-19. 66.67% 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,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers", written over a circular stamp or seal.

Jeffrey A. Meyers  
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

October 8, 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 contract amendment with RCR Technology Corporation, Inc. Indianapolis, Indiana as described below and referenced as DoIT No. 2013-007B.

The purpose of this request is to enter into a contract amendment with RCR Technology Corporation, Inc. to continue to provide support services and maintenance of the CANS-ANSA Web Based Training and Data Management System. This system provides an online website that offers training to clinicians who will be administering the NH version of the Child and Adolescent Needs and Strengths Assessment (CANS) and the Adult Needs and Strengths Assessment (ANSA). In addition, the system collects program data, analyzes and generates reports on the CANS and ANSA data for outcomes and performance evaluations.

The funding amount for this amendment is \$593,887 increasing the contract amount from \$441,536.50 to \$1,035,423.50 and by extending the completion date to October 31, 2022 from the original completion date of October 31, 2019, effective upon Governor and Executive Council approval through October 31, 2022.

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  
DoIT #2013-007B

cc: Bruce Smith, IT Manager, DoIT



**New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the State of NH CANS/ANSA Web Based Training and  
Data Collection System Contract**

This 2<sup>nd</sup> Amendment to the NH CANS/ANSA Web Based Training and Data Collection System contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and RCR Technology Corporation, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 251 Illinois Street, Suite 1150, Indianapolis, IN 46204.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013 (Item #57) as amended on October 25, 2017 (Item #12), 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 Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; 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 to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
October 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,035,423.50.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. 2013-007 Contract Agreement, Section 1, Contract Documents, Subsection 1.3, Contract Term, second (2<sup>nd</sup>) paragraph, to read:

The Contract shall begin on the Effective Date and extend through October 31, 2022.

6. 2013-007 Contract Agreement Section 2, Compensation, Subsection 2.2, Non-Exclusive, FIRM FIXED PRICE Contract, third (3<sup>rd</sup>) paragraph, to read:

Notwithstanding any other provision to the contrary, in no event shall total payments under the Contract exceed the Price Limitation in Block 1.8 of Form P-37, General Provisions.



**New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System**

7. 2013-007 Contract Agreement Section 3, Contract Management, Subsection 3.2, The RCR's Project Manager, Paragraph 3.2.5, to read:

Kevin Mullin  
RCR Delivery Manager  
251 N. Illinois St.  
Suite 1150 North Tower  
Indianapolis, IN 46204  
Tel: 317-624-9500  
Email: [kmullin@rcrtechnology.com](mailto:kmullin@rcrtechnology.com)

8. 2013-007 Contract Agreement, Section 3 Contract Management, Subsection 3.3 The RCR Key Project Staff, Paragraph 3.3.3, Subparagraph 3.3.3.1, to read:

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

RCR's Key Project Staff	
Key Member	Title
Robert Reed	RCR President/CEO
Jeff Lilly	RCR Director of Governmental Relations
John Lyons	Praed Foundation President
Kevin Mullin	RCR Delivery Manager
Keith Wolf	RCR Technical Manager

9. 2013-007 Contract Agreement Section 3, Contract Management, Subsection 3.4, State Contract Manager, to read:

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:

Beth Anne Nichols  
Department of Health and Human Services  
Division for Behavioral Health  
Bureau of Mental Health Services  
105 Pleasant St.  
Concord, NH 03301  
Tel: (603) 271-5118  
Email: [beth.nichols@dhhs.nh.gov](mailto:beth.nichols@dhhs.nh.gov)

10. 2013-007 Contract Agreement Section 3, Contract Management, Subsection 3.5, State Project Manager, second (2<sup>nd</sup>) paragraph, to read:

The State Project Manager is:

Beth Anne Nichols  
Department of Health and Human Services  
Division for Behavioral Health  
Bureau of Mental Health Services  
105 Pleasant St.



**New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System**

Concord, NH 03301  
Tel: (603) 271-5118  
Email: beth.nichols@dhhs.nh.gov

11. Delete Contract 2013-007 Part 3, Exhibit A, Contract Deliverables, Section 2, Deliverables, Milestones, and Activities Schedule, Subsection 2.1, Implementation Schedule – Activities/Deliverables/Milestones, and replace with:

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE
<b>PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES</b>	
Project Work Plan including milestones	Within 5 days of contract award
Kickoff Meeting- Review contract and Project Deliverables, review client responsibilities, review Project work plan and Implementation schedules.	Within 10 days of contract award
Design documentation	See Proposal Topic 13
Communications Plan and Business Process Workflow	See Proposal Topic 13
System Test Plan and methodology	See Proposal Topic 13
Bi-Weekly status reports & updates to the Project Work Plan	On-going
<b>SYSTEM SOFTWARE:</b>	
Graphic User interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	See Proposal Topic 13
<b>IMPLEMENTATION:</b>	
Set up and configure online hosted SaaS System for New Hampshire	See Proposal Topic 13
Implement required reports	See Proposal Topic 13
<b>ACCEPTANCE TESTING:</b>	
Develop, test and maintain any scripts required for User Acceptance Testing.	See Proposal Topic 13
Perform Security Testing	
Perform Volume and Stress Testing	
Support the State during User Acceptance Testing	See Proposal Topic 13
Report testing (e.g. State defined reports, core reports, and ad hoc reporting)	See Proposal Topic 13
<b>ON-GOING SYSTEM ACCESS AND SUPPORT</b>	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 1
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 2
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 3
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 4
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 5



**New Hampshire Department of Health and Human Services**  
**State of NH CANS/ANSA Web Based Training and Data Collection System**

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 6
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 7
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 8
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 9
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 10
<b>PROJECT CLOSE OUT</b>	
Close out Meeting	On or about October 30, 2022

12. Add Contract 2013-007 Part 3, Price and Payment Schedule, Exhibit B-2 Amendment #2.

13. Contract 2013-007-Part 3, Exhibit C, Special Provisions, to read:

**SPECIAL PROVISIONS**

1. Contract 2013-007, Agreement – Part 1 General Provisions, Paragraph 17, to read:

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

**TO RCR**

Robert C. Reed  
 251 N. Illinois Street, Suite 1150  
 Indianapolis, IN 46204

**TO STATE**

Beth Anne Nichols  
 NH Department of Health & Human Services  
 Division for Behavioral Health  
 105 Pleasant Street  
 Concord, NH 03301

14. Delete Standard Exhibit D from Exhibit O, Certificates and Attachments, Section D, DHHS Standard Exhibits; and replace with Exhibit O, Certificates and Attachments, Section D, DHHS Standard Exhibits, Exhibit D CU/DHHS/110713.

15. Delete Standard Exhibit E from Exhibit O, Certificates and Attachments, Section D, DHHS Standard Exhibits; and replace with Exhibit O, Certificates and Attachments, Section D, DHHS Standard Exhibits, Exhibit E CU/DHHS/110713.

16. Add DHHS Standard Exhibits, Exhibit K to Exhibit O, Certificates and Attachments, Section D, DHHS Standard Exhibits.



**New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System**

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

10/2/19  
Date

[Signature]  
Name: Kate S Fox  
Title: Director

RCR Technology Corporation, Inc.

September 25, 2019  
Date

[Signature]  
Name: Robert Reed  
Title: President

**Acknowledgement of Contractor's signature:**

State of Indiana, County of Marion on September 27<sup>th</sup> 2019 before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Lashonda R. Ervin Admin. ASST - I  
Name and Title of Notary or Justice of the Peace



My Commission Expires: March 21, 2027



New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System

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

OFFICE OF THE ATTORNEY GENERAL

Date 10/3/19

Name: CATHERINE PINDS  
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: \_\_\_\_\_

**Exhibit B-2 – Amendment #2  
Price and Payment Schedule**

**1. DELIVERABLE PAYMENT SCHEDULE**

This is a Firm Fixed Price (FFP) Contract Amendment #2 totaling the Contract Price Limitation in Form P-37 General Provisions, Block 1.8 for the period between the Effective Date through October 31, 2022. RCR shall be responsible for performing its obligations in accordance with the Contract Amendment. This Contract Amendment will allow RCR to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

**ASSUMPTIONS**

<b>ACTIVITY, DELIVERABLE OR MILESTONE</b>	<b>ASSUMPTIONS AND/OR CONSTRAINT</b>
<b>PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES</b>	
Project work plan including milestones	
Kickoff Meeting- Review contract and Project Deliverables, review client responsibilities, review Project work plan and Implementation schedules.	Assumed to be RCR Account Manager, RCR Project Manager and other technical staff made available via telephone.
<b>SYSTEM SOFTWARE:</b>	
Interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	Assumes initial phase to include current TCOM reports in NH/Praed approved format.
<b>IMPLEMENTATION:</b>	
Data Hosting and cleaning	Assumes resumption of continued system environment with any necessary updates to improve report access and quality.
Set up and configure a set of longevity reports with drill down capacity for New Hampshire.	Assumes finalized and State approved CANS and ANSA instruments and algorithms. Assumes State has communicated their preference for report composition, layout and distribution. Assumes State has provided RCR their desired client demographic profile.
Implement required reports	Assumes current TCOM reports.
<b>REPORT TESTING:</b>	
Support the State during User Acceptance Testing	Assumes State will have consumers and data ready for UA testing and reporting.
Report testing (e.g. State-defined reports, TCOM reports, and ad hoc reporting)	Assumes State will have consumers and data ready for UA testing and reporting.

**Exhibit B-2 – Amendment #2  
Price and Payment Schedule**

**TABLE 2-DETAILED LICENSE DELIVERABLES AND PRICING.**

SERVICES	SFY 20	SFY 2021	SFY 22	SFY 23	TOTAL
Web Site/Data Hosting Fee	\$ 71,823	\$ 47,665	\$ 47,665	\$ 14,000	\$ 181,153
Technical Support and Maintenance Fees	\$ 79,656	\$ 60,000	\$ 60,000	\$ 20,000	\$ 219,656
System and Report Implementation	\$ 164,078	\$ 12,000	\$ 12,000	\$	\$ 188,078
Provider Training and Certification	\$ 500	\$ 2,000	\$ 2,000	\$ 500	\$ 5,000
<b>GRAND TOTAL</b>	<b>\$ 316,057</b>	<b>\$ 121,665</b>	<b>\$ 121,665</b>	<b>\$ 34,500</b>	<b>\$ 593,887</b>

**2. TOTAL CONTRACT AMENDMENT PRICE**

Notwithstanding any provision in the Contract Amendment to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the Contract Price Limitation in Form P-37 General Provisions, Block 1.8 ("Total Contract Amendment Price"). The payment by the State of the total Contract Amendment price shall be the only, and the complete reimbursement to RCR for all fees and expenses, of whatever nature, incurred by RCR 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 Amendment.

**3. INVOICING**

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

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

Invoices shall be sent to:

Beth Anne Nichols  
MHBG State Planner  
Department of Health and Human Services  
Bureau of Behavioral Health  
105 Pleasant Street  
Concord, NH 03301

**Exhibit B-2 – Amendment #2  
Price and Payment Schedule**

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

RCR Technology Corporation  
251 N. Illinois Street, Suite 1150  
Indianapolis, IN 46204

**5. OVERPAYMENTS TO RCR**

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

**6. CREDITS**

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

Exhibit O Certificates and Attachments, Section D DHHS Standard Exhibits  
 New Hampshire Department of Health and Human Services  
 Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Exhibit O Certificates and Attachments, Section D DHHS Standard Exhibits  
New Hampshire Department of Health and Human Services  
Exhibit D



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

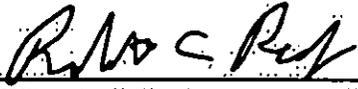
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: RCR Technology Corp

September 25, 2019

Date

  
 Name: Robert Reed  
 Title: President

Vendor Initials   
Date 9/25/19

Exhibit O Certificates and Attachments, Section D DHHS Standard Exhibits  
New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name:

Name: Robert Reed  
Title: President

September 25, 2019

Date

9/25/19

Exhibit O, Certificates and Attachments, Section D DHHS Standard Exhibits  
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

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Exhibit O, Certificates and Attachments, Section D DHHS Standard Exhibits  
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Exhibit K

DHHS Information Security Requirements

- 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.

**I. RESPONSIBILITIES 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

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Exhibit O, Certificates and Attachments, Section D DHHS Standard Exhibits  
New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. 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.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. 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.

II. METHODS 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 *certified* ground 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

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Exhibit O, Certificates and Attachments, Section D, DHHS Standard Exhibits  
New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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.

III. RETENTION 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

Exhibit O, Certificates and Attachments, Section D DHHS Standard Exhibits  
**New Hampshire Department of Health and Human Services**



**Exhibit K**

**DHHS Information Security Requirements**

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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.

**IV. PROCEDURES FOR SECURITY**

- 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.).

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New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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 Department's 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 Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Exhibit O, Certificates and Attachments, Section D DHHS Standard Exhibits:  
**New Hampshire Department of Health and Human Services**



Exhibit K.

**DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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/doi/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.

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Exhibit K

DHHS Information Security Requirements

- 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.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

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

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DHHS Information Security Requirements

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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.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH  
BUREAU OF MENTAL HEALTH SERVICES

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6000 1-800-852-3345 Ext. 6000  
Fax: 603-271-6040 TDD Access: 1-800-735-2964

September 29, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (the Department), Division of Behavioral Health (DBH), Bureau of Mental Health Services (BMHS), to enter into a sole source amendment with RCR Technology Corporation, Inc. of 251 N. Illinois Street, Suite 1150, Indianapolis, Indiana, (Vendor #223258), to continue to provide service and maintenance to the Department's Child and Adolescent Needs and Strengths Assessment (CANS) and Adult Needs and Strengths Assessment (ANSA) data management system, by increasing the price limitation by \$121,000 from \$320,536.50, to an amount not to exceed \$441,536.50, and extending the completion date from October 30, 2017 to October 31, 2019, effective upon Governor and Executive Council approval. Governor and Executive Council approved the original agreement on July 10, 2013 (Item #57). Funding is 100% Federal Funds.

Funds to support this request are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-95-92-920010-1849 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, TTI GRANT**

State Fiscal Year	Class/Account	Title	Activity Code	Budget Amount	Increase/Decrease	Revised Modified Budget
2014	038-9038	Technology - Software	92201849	\$108,100.00	\$0.00	\$108,100.00
2015	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
2016	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
2017	038-9038	Technology - Software	92201849	\$4,977.00	\$0.00	\$4,977.00
2018	038-9038	Technology - Software	92201849	\$0.00	\$0.00	\$0.00
<b>Sub-total</b>				<b>\$113,077.00</b>	<b>\$0.00</b>	<b>\$113,077.00</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

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**05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,  
HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE  
INCENTIVE PROGRAM BIP**

State Fiscal Year	Class/Account	Title	Activity Code	Budget Amount	Increase/Decrease	Revised Modified Budget
2014	102-0731	Contracts for Prog Svc	49053316	\$48,751.70	\$0.00	\$48,751.70
2015	102-0731	Contracts for Prog Svc	49053316	\$58,200.00	\$0.00	\$58,200.00
2016	102-0731	Contracts for Prog Svc	49053316	\$33,950.00	\$0.00	\$33,950.00
2017	102-0731	Contracts for Prog Svc	49053316	\$21,986.00	\$0.00	\$21,986.00
2018	102-0731	Contracts for Prog Svc	49053316	\$0.00	\$0.00	\$0.00
<b>Sub-total</b>				<b>\$162,887.70</b>	<b>\$0.00</b>	<b>\$162,887.70</b>

**05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF  
HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLACK  
GRANT**

State Fiscal Year	Class/Account	Title	Activity Code	Budget Amount	Increase/Decrease	Revised Modified Budget
2014	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2015	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2016	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
2017	102-0731	Contracts for Prog Svc	92207143	\$6,987.00	\$0.00	\$6,987.00
2018	102-0731	Contracts for Prog Svc	92207143	\$0.00	\$0.00	\$0.00
<b>Sub-total</b>				<b>\$6,987.00</b>	<b>\$0.00</b>	<b>\$6,987.00</b>

**05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF  
HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, MENTAL  
HEALTH BLACK GRANT**

State Fiscal Year	Class/Account	Title	Activity Code	Budget Amount	Increase/Decrease	Revised Modified Budget
2018	102-0731	Contracts for Prog Svc	92204120	\$37,584.80	\$52,667.00	\$90,251.80
2019	102-0731	Contracts for Prog Svc	92204120	\$0.00	\$51,000.00	\$51,000.00
2020	102-0731	Contracts for Prog Svc	92204120	\$0.00	\$17,333.00	\$17,333.00
<b>Sub-total</b>				<b>\$37,584.80</b>	<b>\$121,000.00</b>	<b>\$158,584.80</b>
<b>Grand Total</b>				<b>\$320,536.50</b>	<b>\$121,000.00</b>	<b>\$441,536.50</b>

### EXPLANATION

This amendment request is **sole source** due to the lack of economically viable alternatives. The current software in use is considered intellectual property of a proprietary nature. While originally purchased as a commercial off-the-shelf system for State Mental Health data tracking and reporting, the RCR-built system has been modified and customized. The Department uses it as an instrument to determine and verify mental health client eligibility for psychiatric rehabilitation services and to give community mental health providers a centralized system to track and assess the functional needs, strengths, and progress of their clients. This Vendor is uniquely positioned to provide backup services and maintenance for this system.

In State Fiscal Year 2010, the Department of Health and Human Services, in collaboration with the Department of Safety, the Department of Information Technology, and the Department of Administrative Services, Bureau of Purchase and Property, procured a commercial, off-the-shelf software solution to (1) collect client demographic information and ratings gathered using the New Hampshire versions of the CANS and ANSA, (2) develop an interface to import/export client information from the web-based system into/out of Community Mental Health Centers' (CMHCs) electronic health records (EHRs), and (3) generate client level, regional and statewide outcome reports with capacity for graphical presentations of data. This software system, known as the New Hampshire Behavioral Health Assessment System, was designed to integrate the required capabilities for all divisions and agencies involved.

After four (4) years of implementing this data collection system, the project has now reached a critical phase of ensuring a seamless upload process and finalizing report configuration. A contract amendment will allow the Department to continue the process.

Benefits of implementing the solution include:

- Improving quality of care by establishing client-level outcome measures to determine the effectiveness of services provided;
- Improving access to care by establishing and maintaining a timely, responsive system where the appropriate levels of services are available at the time of need.
- Standardizing the assessment tools being used to determine eligibility for state services, quarterly progress on treatment goals and outcome monitoring. This standardization has a number of benefits including the ability to create a learning collaborative between community mental health centers through identification of exemplary agencies as mentor sites.
- Use of the CANS and ANSA are expected to provide community mental health center staff with a treatment framework that encourages person-centered and holistic treatment planning with an emphasis on ensuring that clients are continuing to make progress towards their personally meaningful and collaboratively developed service plan goals.
- Use of a web-based training application will reduce the costs associated with provision of in-person training that may include travel time, mileage reimbursement, and trainer preparation time. All of these costs are typically incurred by the CMHCs and the State of New Hampshire.
- Use of a web-based certification program that enables tracking of certification expirations will ensure that only clinicians who are currently certified can administer this assessment. Online tracking tools will provide CMHCs and the State of New Hampshire with the ability to oversee credentialing without building additional internal infrastructure.
- Use of the reporting features in this web-based system will enable the CMHCs and the State of New Hampshire to have access to data that helps to describe the population being served by community mental health centers with emphasis on the most intense needs of this group, frequency of needs and the areas where services are most effective and aspects of services to target for future improvements.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

The System is currently in use by the Department of Health and Human Services, the ten (10) regional Community Mental Health Centers, and other providers contracted with the Bureau of Mental Health Services. Its use has been extended to the Division for Children, Youth, and Families (DCYF), and supports a program DCYF shares with the Department of Education. Further partnerships foreseen include the Bureau of Developmental Services and New Hampshire Hospital. Additionally, this proposal will combine the efforts of the BMHS and its partner DoIT in the future planning, procurement, implementation and on-going collaboration in the use of CANS and ANSA data.

The original contract was competitively bid. A Request for Proposals, RFP 2013-007, was originally published on the Department's website on August 22, 2012, and RCR Technology Corporation, Inc. was selected as the successful bidder. The contractor has met and continues to meet its contractual responsibilities.

Should the Governor and Executive Council determine not to authorize this request, it will cause a cessation of data collection efforts at this crucial juncture of data coordination and management and will jeopardize the success of the outcomes data collection project that has the improved management of DHHS mental health client treatment as its goal.

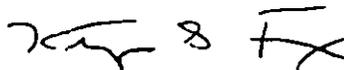
Constraints would rupture data sharing based on current levels of involvement of the community mental health centers. This project has statewide importance and its functions are embedded centrally in the operations and electronic health records of the community mental health centers, and their relationship with the Department.

Area served: Statewide.

Source of funds: 100% Federal Funds United States Department of Health and Human Services, Mental Health Block Grant, Catalog of Domestic Assistance #93.958, Federal Award Identification Number #SM010035-17.

In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director  
Division for Behavioral Health Services

Approved by:



Jeffrey A. Meyers  
Commissioner



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

**Denis Goulet**  
*Commissioner*

September 7, 2017

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 RCR Technology Corporation, Inc. of Indianapolis, Indiana as described below and referenced as DoIT No. 2013-007A.

The purpose of this request is to enter into a sole source contract amendment with RCR Technology Corporation, Inc. to continue to provide software, services, maintenance and hosting for a CANS-ANSA Web Based Training and Data Collection System. This system provides an online website that offers training and training certification to clinicians who will be administering the NH version of the Child and Adolescent Needs and Strengths Assessment (CANS) and the Adult Needs and Strengths Assessment (ANSA). In addition, the system collects program data, analyzes and generates reports on the CANS and ANSA data for outcomes and performance evaluations.

The funding amount for this amendment is \$121,000.00, increasing the current contract from \$320,536.50 to \$441,536.50. The contract shall become effective upon Governor and Council approval through October 31, 2019.

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

Sincerely,

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

Denis Goulet

DG/kaf  
DoIT #2013-007A

cc: Bruce Smith, IT Manager, DoIT



**New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
State of NH CANS/ANSA Web Based Training and Data Collection System Contract**

This 1st Amendment to the Web Based Training and Data Collection System contract (hereinafter referred to as "Amendment #1") dated this 24<sup>th</sup> day of August, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and RCR Technology Corporation, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 251 Illinois Street, Suite 1150, Indianapolis, IN 46204.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013 (Item #57), 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, the Department may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services;

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. Delete Form P-37, Block 1.6 Account Number and replace with the following: 05-95-92-922010-4120.
2. Delete Form P-37, Block 1.7 Completion Date and replace with the following: October 31, 2019
3. Delete Form P-37, Block 1.8 Price Limitation and replace with the following: \$441,536.50.
4. Delete Form P-37, Block 1.9 Contracting Office for State Agency and replace with the following: Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Delete Form P-37, Block 1:10 State Agency Telephone Number and replace with the following: 603-271-9246.
6. Amend Exhibit B Price and Payment Schedule to:
  - Add Exhibit B-1 Amendment #1 Price and Payment Schedule



New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System

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

9/28/17  
Date

[Signature]  
Katja S. Fox, Director  
Division for Behavioral Health Services  
NH Department of Health and Human Services

RCR Technology Corporation, Inc.

8-24-2017  
Date

[Signature]

Acknowledgement:

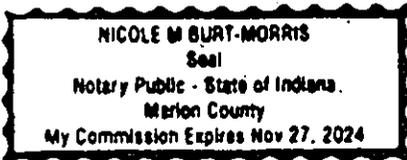
State of Indiana, County of Marion on 8-24-17, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]

Signature of Notary Public or Justice of the Peace

Nicole Burt-Morris Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/27/24





New Hampshire Department of Health and Human Services  
State of NH CANS/ANSA Web Based Training and Data Collection System

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

OFFICE OF THE ATTORNEY GENERAL

10/6/17  
Date

[Signature]  
Name: Lindsay Casner  
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:

### 1. DELIVERABLE PAYMENT SCHEDULE

This is a Firm Fixed Price (FFP) Contract Amendment #1 totaling \$121,000.00 for the period between the Effective Date through October 31, 2019. RCR shall be responsible for performing its obligations in accordance with the Contract Amendment. This Contract Amendment will allow RCR to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

ACTIVITY, DELIVERABLE OR MILESTONE	PAYMENT
<b>IMPLEMENTATION:</b>	
Implement T-COM reports	\$20,000.00
<b>TOTAL</b>	<b>\$20,000.00</b>

### ASSUMPTIONS

ACTIVITY, DELIVERABLE OR MILESTONE	ASSUMPTIONS AND/OR CONSTRAINT
<b>PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES</b>	
Kickoff Meeting- Review contract and Project Deliverables, review client responsibilities, review Project work plan and Implementation schedules.	Assumed to be RCR Account Manager, RCR Project Manager and Praed Foundation representative in person and other technical staff made available via telephone.
Design documentation	Assumed to be a review of existing BHAS design documentation.
<b>SYSTEM SOFTWARE:</b>	
Interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	Assumes initial phase to include no more than 3 interfaces.
<b>IMPLEMENTATION:</b>	
Set up and configure software for New Hampshire	Assumes finalized and State approved CANS and ANSA instruments and algorithms. Assumes State has communicated their preference for report composition, layout and distribution. Assumes State has provided RCR their desired client demographic profile.
Implement required reports	Assumes 3 reconfigured reports.
<b>ACCEPTANCE TESTING:</b>	
Support the State during User Acceptance Testing	Assumes State will have consumers and data ready for UA testing and reporting.

ACTIVITY, DELIVERABLE OR MILESTONE	ASSUMPTIONS AND/OR CONSTRAINT
Report testing (e.g. State defined reports, core reports, and ad hoc reporting)	Assumes State will have consumers and data ready for UA testing and reporting.

**TABLE 2-DETAILED LICENSE DELIVERABLES AND PRICING.**

SERVICES	Year 1	Year 2	TOTAL
Web Site Hosting Fee	\$30,000	\$32,000	\$62,000
Technical Support and Maintenance Fees	\$7,000 (Praed)	\$7,000 (Praed)	\$14,000 (Praed)
	\$12,000 (RCR)	\$13,000 (RCR)	\$25,000 (RCR)
System Implementation	\$20,000	\$0	\$20,000
<b>GRAND TOTAL</b>	<b>\$69,000</b>	<b>\$52,000</b>	<b>\$121,000</b>

**TABLE 3-RCR RATES PRICING WORKSHEET (HOURLY RATES)**

Position Title	Hours	Hourly Rate	Subtotal (Hours X Rate)
Project Manager	20	\$120.00	\$2,400.00
Praed Fdn SME	140	\$100.00	\$14,000.00
Business Analyst	20	\$100.00	\$2,000.00
Trainer	0	\$75.00	\$0.00
Tester	80	\$80.00	\$6,400.00
Technical Consultant	92	\$100.00	\$9,200.00
Hosting Services	413	\$150.00	\$62,000.00
<b>TOTAL</b>	<b>765</b>		<b>\$121,000.00</b>

**TABLE 4-RCR FUTURE RATES PRICING WORKSHEET (HOURLY RATES)**

Position Title	SFY 2020	SFY 2021	SFY 2022
Project Manager	\$120.00	\$120.00	\$120.00

Pracd Fdn SME	\$100.00	\$100.00	\$100.00
Business Analyst	\$100.00	\$100.00	\$100.00
Trainer	\$75.00	\$75.00	\$75.00
Tester	\$80.00	\$80.00	\$80.00
Technical Consultant	\$100.00	\$100.00	\$100.00
Hosting Services	\$150.00	\$150.00	\$150.00

## 2. TOTAL CONTRACT AMENDMENT PRICE

Notwithstanding any provision in the Contract Amendment to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$121,000.00 ("Total Contract Amendment Price"). The payment by the State of the total Contract Amendment price shall be the only, and the complete reimbursement to RCR for all fees and expenses, of whatever nature, incurred by RCR 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 Amendment.

## 3. INVOICING

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

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

Invoices shall be sent to:

Beth Anne Nichols  
 MHBG State Planner  
 Department of Health and Human Services  
 Bureau of Behavioral Health  
 105 Pleasant Street  
 Concord, NH 03301

## 4. PAYMENT ADDRESS

All payments shall be sent to the following address:

RCR Technology Corporation  
 251 N. Illinois Street, Suite 1150  
 Indianapolis, IN 46204

**5. OVERPAYMENTS TO RCR**

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

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

57 *SM*



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

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5000 1-800-852-3345 Ext. 5000  
 Fax: 603-271-5058 TDD Access: 1-800-735-2964

June 3, 2013

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

*100% Federal*

**Requested Action**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to enter into an agreement with RCR Technology Corporation, Inc., vendor number 223258, to provide a web-based training and data collection system in an amount not to exceed \$320,536.50 effective July 1, 2013, or date of Governor and Council approval, whichever is later, through October 30, 2017. Funds to support this request are anticipated to be available in the following accounts in state fiscal years 2014 - 2018 based upon the availability and continued appropriation of funds in future operating budgets. The Bureau of Behavioral Health requests authority to adjust amounts if needed and justified between state fiscal years.

**05-95-92-920010-1849 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, TTI GRANT**

<u>Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>Totals</u>
2014	038-9038	Technology - Software	92201849	\$ 108,100.00
2015	038-9038	Technology - Software	92201849	\$ 0.00
2016	038-9038	Technology - Software	92201849	\$ 0.00
2017	038-9038	Technology - Software	92201849	\$ 0.00
2018	038-9038	Technology - Software	92201849	\$ 0.00
			Total	\$ 108,100.00

**05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP**

<u>Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>Totals</u>
2014	102-0731	Contracts for program services	49052985	\$ 48,751.70
2015	102-0731	Contracts for program services	49052985	\$ 58,200.00
2016	102-0731	Contracts for program services	49052985	\$ 33,950.00
2017	102-0731	Contracts for program services	49052985	\$ 33,950.00
2018	102-0731	Contracts for program services	49052985	\$ 37,584.80
			Total	\$ 212,436.50

**TOTAL** **\$320,536.50**

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 3, 2013  
Page 2

#### Explanation

RCR Technology Corporation, Inc. will provide the Bureau of Behavioral Health with a commercial-off-the-shelf software system and associated services to provide an online website to: 1) provide training and training certification to mental health clinicians who will be administering the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS), and the Adult Needs and Strengths Assessment (ANSA) instruments; 2) collect client demographic information and ratings gathered using the CANS and ANSA; 3) determine eligibility for state services using an established algorithm; 4) develop a method to import/export client information from the web-based system into/out of Community Mental Health Centers' electronic medical records; and 5) generate client-level, regional and statewide outcome reports with the capacity for graphical presentations of data.

Improving the quality of services provided is a key priority for the Bureau of Behavioral Health. The Bureau of Behavioral Health has secured federal funding to implement statewide client level outcome measures for adults with a severe mental illness (SMI), and children/adolescents with a serious emotional disturbance (SED). These outcome measures will be mandated statewide for all individuals receiving or requesting services from the designated community mental health programs. Two public domain tools will be utilized to collect and report on this data: 1) the Child and Adolescent Needs and Strengths Assessment (CANS); and 2) the Adults Needs and Strengths Assessment (ANSA). These tools have been demonstrated highly effective in supporting prospective treatment planning, improved communication and collaboration with an individual's supports and services in the community, empowerment of individuals and families through a person centered approach, and a more effective management of service resources and supports over time.

The CANS and the ANSA are both available as a web-based application, which not only has the capacity to provide online training and certification to clinicians administering the tool, but also to track client progress over time by generating client-level, regional and statewide outcomes reports. These reports will be reviewed with stakeholder groups, including the NH State Planning Council, the NH Consumer Council, and the community mental health providers to promote the continued improvement of services, identify regions which will be identified as centers of excellence, and also identify areas where additional resources may be needed to improve the effectiveness of services. Additionally, the CANS and ANSA web-based application will have the capacity to determine eligibility for state services using an algorithm related to the CANS and ANSA that has been developed by the state.

The Bureau of Behavioral Health has been mandated to implement these client level measures through a 2010 Legislative Budget Assistant (LBA) audit. The Bureau needs to report progress on implementing these tools back to the Legislative Performance Oversight Committee.

A notice seeking proposals to procure a software system and associated services to provide web-based training and certification in the CANS/ANSA, data collection, and outcome monitoring was published on the Department of Health and Human Services website from August 24, 2012 to October 5, 2012. Notification of this RFP posting was emailed to over 750 information technology vendors by the New Hampshire Department of Information Technology. A competitive review process was utilized to evaluate all proposals submitted by the deadline. Participants in the review process included Department of Health and Human Services staff from the Bureau of Behavioral Health and an information technology director from one of the community mental health centers. This process involved an assessment of the four proposals submitted including an evaluation of each company's qualifications; the qualifications of staff; the vendor's technical, service, and project management capabilities; and the vendor's proposed software solution and solution cost. RCR Technology Corporation's proposal attained a total score of 90.0 points, which was the highest overall score and was therefore chosen as the winning bidder.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 3, 2013  
Page 3

If the Governor and Council determine not to approve this request, the Bureau of Behavioral Health will not have the tools needed to implement statewide client level outcome measures for adults with a severe mental illness (SMI), and children/adolescents with a serious emotional disturbance (SED). This ability drives treatment planning at the client level, the design of new and more effective programs at the provider level, and the allocation of resources at the state level.

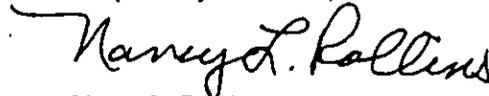
This contract contains a provision to renew the contract for one additional five-year period, pending the availability of funding, the agreement of the parties, and approval by Governor and Council.

Area served: Statewide.

Source of funds: 100% Federal Funds.

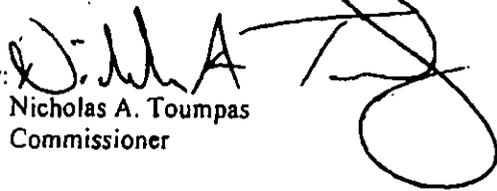
In the event the federal funds become no long available, general funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/PBR/si

**RFP 2013-007 State of NH CANS / ANSA  
Web Based Training and Data Collection System**

**Summary of Rater Scoring**

Proposed Software Solution 30 Pts Max						
	WK	JD	JH	MH	PU	Avg.
RCR Technology Corp	29	30	27	29	29	28.8
Social Solutions Global Inc.	5	18	18	23	6	14.0
Interaction Information Technology	25	15	22	21	24	21.4
Reporting MD	5	6	7	21	6	9.0

Vendor's Technical, Service and Project Management Experience 15 Points Max						
	WK	JD	JH	MH	PU	Avg.
RCR Technology Corp	14	12	13	13	14	13.2
Social Solutions Global Inc.	8	7	8	8	14	9.0
Interaction Information Technology	11	9	10	13	11	10.8
Reporting MD	5	4	4	4	12	5.8

Vendor Company and Staffing Qualifications 15 Points Max						
	WK	JD	JH	MH	PU	Avg.
RCR Technology Corp	15	15	15	15	15	15.0
Social Solutions Global Inc.	9	11	12	9	13	10.8
Interaction Information Technology	11	12	9	14	12	11.6
Reporting MD	3	6	8	6	12	7.0

Solution Cost - 40 Points Max						
RCR Technology Corp						33.03
Social Solutions Global Inc.						30.65
Interaction Information Technology						40.00
Reporting MD						18.36

TOTAL POINTS						
RCR Technology Corp						90.0
Social Solutions Global Inc.						64.5
Interaction Information Technology						83.8
Reporting MD						40.2

**RFP 2013-007 State of NH CANS / ANSA  
Web Based Training and Data Collection System**

**Evaluation Team Raters**

<u>Rater #</u>	<u>Initials</u>	<u>Name</u>
1	WK	Whitney Kling, Plannir Planning Analyst/Program Coordinator Bureau of Behavioral Health Health and Human Se Health and Human Services, Div of Community Based Care Services
2	JD	John Dawson, Business and Industry Coordinator Children's Services Health and Human Services, Div of Community Based Care Services
3	JH	Janet Home, Business Systems Analyst I Bureau of Behavioral Health Health and Human Services, Div of Community Based Care Services
4	MH	Michelle Harlan, Program Planning and Review Specialist Bureau of Behavioral Health Health and Human Services, Div of Community Based Care Services
5	PU	Patrick Uiman, Chief Information Officer CLM Center for Life Management Community Mental Health Center



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

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

June 3, 2013

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

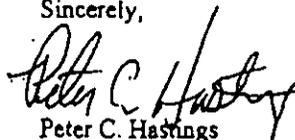
Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with RCR Technology Corporation, Inc. of Indianapolis, Indiana as described below and referenced as DoIT No. 2013-007.

The Department of Health and Human Services, Bureau of Behavioral Health requires software, services, and hosting for a CANS-ANSA Web Based Training and Data Collection System to provide an online website offering training and training certification to clinicians who will be administering the NH version of the Child and Adolescent Needs and Strengths Assessment (CANS) and the Adult Needs and Strengths Assessment (ANSA) instruments, to collect program data, and monitor outcomes. This resulting contract shall not exceed \$352,000 and shall become effective upon Governor and Executive Council approval, through October 30, 2017.

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

Sincerely,



Peter C. Hastings

PCH/itm  
RFP 2013-007

cc: Michele Harlan, DHHS  
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE**  
**NH DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
 Division of Community Based Care Services  
 Bureau of Behavioral Health (BBH)  
 State of NH CANS/ANSA Web Based Training and Data Collection System  
**CONTRACT 2013-007**  
**AGREEMENT- PART 1**

Subject: State of NH CANS/ANSA Web Based Training and Data Collection System

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name RCR Technology Corporation, Inc.		1.4 Contractor Address 251 Illinois Street, Suite 1150 Indianapolis, IN 46204	
1.5 Contractor Phone Number 317-624-9500	1.6 Account Number 05-95-92-920010-1849-038	1.7 Completion Date On or about October 30, 2017	1.8 Price Limitation \$320,536.50
1.9 Contracting Officer for State Agency Nancy Rollins		1.10 State Agency Telephone Number 603-271-9470	
1.11 Contractor Signature Robert C. Reed		1.12 Name and Title of Contractor Signatory Robert C. Reed President and Chief Executive Officer	
1.13 Acknowledgement: State of <u>Indiana</u> , County of <u>Van Buren</u> On <u>3/29/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.			
1.13.1 Notary Public or Justice of the Peace Jefferson Davis Lilly II			
1.13.2 Name and Title of Notary or Justice of the Peace Jefferson Davis Lilly II, Notary Public, State of Indiana			
1.14 State Agency Signature Nancy L. Rollins		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm. Div. Community Based Care Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Kenneth A. Herick, Attorney On: 25 Mar. 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"); as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**EVENT OF DEFAULT/REMEDIES**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION**

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9; or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached, and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9; or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**New Hampshire Department of Information Technology  
Contract Cover Sheet**

<b>Name of Agency/Division:</b> Department of Health and Human Services-Bureau of Behavioral Health	
<b>Contract Number/Name:</b> 2013-007 State of NH CANS/ANSA Web Based Training and Data Collection System	
<b>Contract Purpose:</b> Contract to develop web based training and data collection for client outcomes	
<b>Name of RCR:</b> RCR Technology	<b>Who Negotiated the Contract:</b> Department of Health and Human Services
<b>Amount of Contract:</b> \$320,536.50	<b>Funding Source:</b> TI Grant, BIP Funds
<b>Term of Contract:</b> On or about October 30, 2017	<b>Is this an amendment?</b> No
<b>Competitive Bid Process: (Explain if "No")</b> Yes	
<b>Background Information:</b> RSA 135-C: 5(c) & (e): <ol style="list-style-type: none"> <li>1. The commissioner may adopt rules, pursuant to RSA 541-A, relative to the requirements for services within the state mental health services system, which shall include those services operated or administered by the department or supported by funds granted by or provided under contract with the department. Such rules may include, but are not limited to, criteria for: <ol style="list-style-type: none"> <li>(c) Quality standards for services and treatment provided and quality assurance procedures.</li> <li>(e) Data collection and reporting on services provided.</li> </ol> </li> </ol>	
<b>Special Concerns:</b> Statute effective July 1, 2011	
<b>Amendment History (if applicable):</b> None	
<b>Submitted By:</b> Michele Harlan	<b>Current Date:</b> April 12, 2013
<b>Phone:</b> 271-8376	<b>Email:</b> Michele.A.Harlan@dhhs.state.nh.us

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## RFP/CONTRACT REQUIREMENTS CHECKLIST

**DoIT IT Leaders:** This checklist includes a list of key concerns and frequent comments made by DoIT Technical Reviewers. Before posting RFPs and contract for technical review on the "S" Drive, complete this checklist and post it along with your documents for DoIT Technical Review.

Project Mgt	Y/N	
		Does the RFP's provide enough information to the RCR so will be able to identify staffing effort to quote the project as accurately as possible?
		Have you specified both State and RCR roles during the project?
		Have you considered using an Open Source solution and open data formats?
		Have you included a payment holdback?
		Have you included a requirement for "knowledge transfer" training, not just training for end-users? We want to raise the skill level of our IT staff by providing them with more technical training on both COTS and custom applications.
		What are the intellectual property requirements? Will the RCR own the SW code and license it to the State? Which party will own the title to custom modifications of the code? Are there any requirements imparted by funding authorities such as the federal government? Will the State own the data collected by the application? Will the RCR have any rights to the data?
		Does this contract have contingency funds for future deliverables under the contract? If so, does your agency know that any project change orders will require DoIT Technical Review?
		Have you included provisions for the format of State data to be transferred at the end of the contract?
		Have you had the "RCR recommended" configuration reviewed by the appropriate DoIT technical team?
		Is there a financial component (accounts receivable, billing, inventory) that could be performed by the NH FIRST Lawson system? Should be an interface?
		Is the software considered "Open Source Software?" Were Open Source Solutions fairly considered along with Proprietary Solutions?
System Development /licensing	Y/N	
		Have you specified the licensing requirements for all software to be acquired?
		Is the Solution based upon Open Standards, including but not limited to Open Data Formats?

Imple- mentation	Y/N	
		Have you specified the server and network topology? Where will devices reside?
		What versions of Operating System (OS), Internet Explorer (IE) or other software is required?
		Will existing hardware need to be upgraded to support the solution? What is the implementation plan for the server environment? Have you specified who will set up the DEV, TEST, and PRODUCTION environments?
		Have you included the minimum specifications for the devices that will need to run the application?
		Does this application require client software to be installed on the desktop or does it have any other impact to desktop devices? If so, is it clearly described in the requirements?
		Have you specified up time metrics for hosted applications? These should be (at a minimum) 99.9% (43 minutes outage a month outside the maintenance window).
		Have the required database administrator services been specified for the implementation phase of the project? Often DBA services (script writing, log monitoring, troubleshooting) aren't considered as a part of the application requirements. If the agency is seeking a database solution, we need to know where these services are coming from. This is important during development but often it is forgotten after the application goes into production where monitoring and ongoing support may be overlooked.
		Clearly indicate that testing of all <u>standard applications</u> must take place during UAT.
		Has Performance Testing and Tuning been clearly noted as a RCR responsibility in the contract. All too often it is Unmentioned (which with any significant effort item is dangerous) or mentioned in the state staff responsibility but left out of the RCR responsibility.
		Is there a deliverable to share ALL testing results with the State Project Team?
		Have you specified redundant internet connections; firewalls, data center requirements; data ownership; system response time expectations (at the source - not over the network); and accessibility for the RCR hosted environment?
		When outsourcing hosting have you specified that the hosting site must have: redundant internet connections; firewalls, A/C, raised floor, fire suppression, UPS, Generator; system response time expectations (at the source - not over the network) of typically 3 seconds or less (with the exception of reporting); and SoNH Staff accessibility for the RCR hosted environment for data access and maintenance?

		If data is breached is it clear that the RCR is liable for all costs associated with the breach?
		data ownership - have you specified that the State of NH is the owner of the data
		Have you defined a strategy for determining hardware infrastructure and disaster recovery?
		Are there interfaces or data exchanged with other entities, internal and external applications, to/from State of NH application? Have you included provisions for interface development and data security?
		Does existing hardware support the system? Will new hardware be required, including desktop systems?
		Have you included an adequate description of any hardware or software that the new solution will be interfacing with?
		Is data backup or archiving required? What is the time period would be required to hold tapes? Do you have any special tape requirements?
		If this is a database application, have you determined how those files, which are usually open, will be backed up?
		If this is a database have you spoken to the DBA's about transaction logging?
<b>Security</b>	<b>Y/N</b>	
		Do your requirements include a provision for independent penetration testing of the system?
		Have you specified user access requirements - authorization and authentication?
		Have you included a requirement and deliverable for independent security verification and validation?
		If internal (SoNH employees) and external users will be logging into the system what mechanism will be used for authentication of both?
		Have you specified disaster recovery/fail-over requirements?
		Have you specified the use of complex passwords and other security related "best practices" as described in DoIT Standard NHS - 08.27.2009 - v.6.
<b>Support and Maintenance</b>	<b>Y/N</b>	
		What type of maintenance is required? will normal next day during business hours suffice or is 7x24x365 coverage required??
		If the software requires updates, can they be done via an automated mechanism...ie. BigFix/TEM?

		Will the DoIT Help Desk intake support calls for the system? If so, have you contacted the DoIT Help Desk Manager (Todd Ringelberg) for further information?
		Have you specified the desired maintenance windows for the server environment? What are the hours you expect the system to be used? DoIT typically reserves Sunday mornings as a maintenance window.
		Have the required database administrator services been specified for the system maintenance phase of the project?

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### TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the RCR and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
ANSA	Adult Needs and Strengths Assessment
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a RCR's final offer following the conclusion of discussions.
BGP	Border Gateway Protocol
BHAS	Behavioral Health Assessment System
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
CANS	Children's Assessment Needs System
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The RCR's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the RCR has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized

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	disclosure under the Contract
<b>Contract</b>	This Agreement between the State of New Hampshire and a RCR, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the RCR who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>RCR/RCR</b>	The RCR whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a RCR must cure the default identified.
<b>Custom Code</b>	Code developed by the RCR specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the RCR specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the RCR during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency - Software</b> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency - Software</b> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were</p>

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	deficient, require reworking, but do not require re-performance of the Service.  <b>Class C Deficiency - Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <b>Written Documentation</b> - minimal changes required and of minor editing nature; <b>Non Software</b> - Services require only minor reworking and do not require re-performance of the Service.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the RCR to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>EMC NAS</b>	EMC Network Attached Storage
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements including, but not limited to, Enhancements produced by Change Orders
<b>Event of Default</b>	Any one or more of the following acts or omissions of a RCR shall constitute an event of default hereunder ("Event of Default") a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the RCR's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>HIPAA</b>	Health Information Portability and Accountability Act
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation

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

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<b>PING</b>	Packet Internet Groper
<b>PGB</b>	Project Governance Board
<b>POTS</b>	Plain old telephone service
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and RCR's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the RCR to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the RCR's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the RCR on the Project
<b>Proposal</b>	The submission from a RCR in response to the Request for a Proposal or Statement of Work
<b>RAID</b>	Redundant array of inexpensive disks
<b>RCR</b>	RCR Technology Corporation
<b>RDMS</b>	Relational Data Base Management System
<b>RFT</b>	Rational Functional Tester
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>SaaS- Software as a Service</b>	Occurs where the COTS application is hosted but the State does not own the license or the code. The RCR allows the use of the software as a part of their service.
<b>SAS SAN</b>	Software as a Service Storage Area Network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the RCR and the State specifying the level of Service that is expected of, and provided by, the RCR during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the RCR on the Project as described in the Contract.
<b>SNMP</b>	Simple Network Management Protocol
<b>Software</b>	All custom Software and COTS Software provided by the RCR

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	under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the RCR in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Health and Human Services Division of Community Based Care Bureau of Behavioral Health 105 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the RCR. The Contract Agreement SOW defines the results that the RCR remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the RCR, which is performing Services under this Contract under a separate Contract with or on behalf of the RCR
<b>System</b>	All Software, specified hardware, and interfaces and extensions,

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	integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a RCR, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when the RCR is supporting System changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>RCR/ RCR</b>	The RCR whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>VIPRE</b>	Name of anti-virus software
<b>VLAN</b>	Virtual Local Area Network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which the RCR is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the RCR during the Warranty Period.
<b>Work Hours</b>	RCR personnel shall work normal business hours between 8:00 am and 5:00 pm eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance

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	with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the RCR either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through Department of Health and Human Services-Bureau of Behavioral Health ("State"), and RCR Technology Corporation, ("RCR"), having its principal place of business at 251 N. Illinois Street, Suite 1150, Indianapolis, IN 46204.

Procure a Commercial-Off-the-Shelf ("COTS"), configured, software system and associated services to provide an online website to 1) provide training and training certification to clinicians who will be administering the NH version of the Child and Adolescent Needs and Strengths Assessment ("CANS") and the Adult Needs and Strengths Assessment ("ANSA") instruments, to 2) collect client demographic information, and ratings gathered using the NH versions of the CANS and ANSA, to 3) determine eligibility for state services using an established algorithm, 4) to develop an interface to import/export client information from the web-based system into/out of Community Mental Health Centers' ("CMHC") electronic medical records ("EMR"), and to 5) generate client level, regional and statewide outcome reports with capacity for graphical presentations of data.

Improving the quality of services provided is a key priority for the Bureau of Behavioral Health (BBH). BBH will implement statewide client level outcome measures for adults with severe mental illness (SMI), and children/adolescents with a serious emotional disturbance ("SED"). The CANS and ANSA, which are public domain tools, will be utilized to collect and report on this data. These tools have been demonstrated highly effective in supporting: prospective treatment planning, improved communication and collaboration with an individual's supports and services in the community, empowerment of individuals and families through a person centered approach, and a more effective management of service resources and supports over time. These outcome measures will be mandated statewide for all individuals receiving or requesting services from the designated community mental health programs.

The CANS and ANSA web-based application, should not only have the capacity to provide online training and certification to clinicians administering the tool, but also to track client progress over time by generating client level, regional and statewide outcomes reports. These reports will be reviewed with stakeholder groups, including the NH State Planning Council, the NH Consumer Council, and the Community Mental Health Centers providers to promote the continued improvement of services, identify regions that will be identified as centers of excellence, and to identify areas where additional resources may be needed to improve the effectiveness of services. Additionally, the CANS and ANSA web-based application should have the capacity to determine eligibility for state services using an algorithm related to the CANS and ANSA that has been developed by NH.

**RECITALS**

The State desires to have RCR provide a Commercial-off-the-shelf Software System, and associated Services for Department of Health and Human Services-Bureau of Behavioral Health;

RCR wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

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**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services
  - Exhibit F- Testing Services
  - Exhibit G- Maintenance and Support Services
  - Exhibit H- Requirements- The RCR's Responses
  - Exhibit I- Work Plan
  - Exhibit J- Software License and related Terms
  - Exhibit K- Warranty and Warranty Services
  - Exhibit L- Training Services
  - Exhibit M- Agency RFP with Addendums, by reference
  - Exhibit N- The RCR Proposal, by reference
  - Exhibit O- Certificates and Attachments

**1.2 Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1*
- b. *General Contract Requirements in Section 6 of the RFP document.*
- c. *State of New Hampshire, Department of Health and Human Services-Bureau of Behavioral Health, Contract 2013-007.*
- d. *RFP 2013-007 State of NH CANS/ANSA Web Based Training and Data Collection System, dated August 24, 2012, with Addenda 1 and 2 incorporated; then*
- e. *The RCR Proposal, dated October 5, 2012.*

**1.3 Contract Term**

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

The Contract shall begin on the Effective Date and extend through on or about October 30, 2017. The Term may be extended up to 5 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 on or about October 30, 2017.

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

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

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

**2. COMPENSATION**

**2.1 Contract Price**

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

**2.2 Non-Exclusive, FIRM FIXED PRICE Contract**

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

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$320,536.50.

**3. CONTRACT MANAGEMENT**

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

**3.1 The RCR's Contract Manager**

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

Jeff Lilly  
Director of Governmental Relations  
251 N. Illinois street  
Suite 1150 North Tower  
Tel: 317-308-7099

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Fax: 317-631-3345

Email: jilly@rcrtechnology.com

**3.2 The RCR's Project Manager**

**3.2.1 Contract Project Manager**

RCR shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. RCR's selection of the RCR Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed the RCR Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the RCR's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

**3.2.2** The RCR Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the RCR's representative for all administrative and management matters. The RCR'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. The RCR'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. RCR's Project Manager must work diligently and use his/ her best efforts on the Project.

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

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

**3.2.5** The RCR Project Manager is:  
Jerry Hoagland  
RCR Project Manager

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251 N. Illinois street  
Suite 1150 North Tower  
Tel: 317-624-9500  
Fax: 317-631-3345  
Email: jhoagland@rcrtechnology.com

**3.3 The RCR Key Project Staff**

3.3.1 RCR shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-RCR Response Checklist*. The State may conduct reference and background checks on the RCR Key Project Staff. The State reserves the right to require removal or reassignment of RCR's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

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

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

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

**RCR's Key Project Staff:**

Key Member(s)

Robert Reed

Jeff Lilly

John Lyons

Jerry Hoagland

Keith Wolfe

Title

RCR President/CEO

RCR Director of  
Governmental Relations

Praed Foundation  
President

RCR Project Manger

RCR Technical  
Manager

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**3.4 State Contract Manager**

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

Michele Harlan  
Department of Health and Human Services  
Bureau of Behavioral Health  
105 Pleasant Street  
Concord, NH 03301  
Tel: (603) 271-8376  
Fax: (603) 271-5040  
Email: Michele.A.Harlan@dhhs.state.nh.us

**3.5 State Project Manager**

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

- a. Leading the Project;
- b. Engaging and managing all vendors;
- 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:

Michele Harlan  
Department of Health and Human Services  
Bureau of Behavioral Health  
105 Pleasant Street  
Concord, NH 03301  
Tel: (603) 271-8376  
Fax: (603) 271-5040  
Email: Michele.A.Harlan@dhhs.state.nh.us

**3.6 Reference and Background Checks**

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

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**4. DELIVERABLES**

**4.1 RCR Responsibilities**

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

RCR may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. RCR must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider RCR to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**4.2 Deliverables and Services**

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

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

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

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

**4.4 System/Software Testing and Acceptance**

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

**4.5 Security**

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

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with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

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

**5. SOFTWARE**

**5.1 COTS Software and Documentation**

RCR shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

**5.2 COTS Software Support and Maintenance**

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

**5.3 Restrictions**

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of RCR'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.

**5.4 Title**

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

**6. WARRANTY**

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

**7. SERVICES**

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

**7.1 Administrative Services**

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

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**7.2 Implementation Services**

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

**7.3 Testing Services**

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

**7.4 Training Services**

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

**7.5 Maintenance and Support Services**

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

**8. WORK PLAN DELIVERABLE**

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

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

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

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

**9. CHANGE ORDERS**

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

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

All Change Order requests from RCR to the State, and the State acceptance of RCR'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.

**10. INTELLECTUAL PROPERTY**

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

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

**10.1 State's Data**

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

**10.2 RCR's Materials**

Subject to the provisions of this Contract, RCR 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, RCR shall not distribute any products containing or disclose any State Confidential Information. RCR shall be free to use its general knowledge, skills and

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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 RCR employees or third party consultants engaged by RCR.

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

**10.3 State Website Copyright**

**WWW Copyright and Intellectual Property Rights**

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

**10.4 Custom Software Source Code**

RCR shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid -up right and license to use, copy, modify and prepare derivative works of any custom developed software.

**10.5 Survival**

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

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

**11.1 Use of State's Information**

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

**11.2 State Confidential Information**

RCR shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that

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becomes available to RCR in connection with its performance under the Contract, regardless of its form.

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

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

### 11.3 RCR Confidential Information

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

### 11.4 Survival

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

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Initial All Pages:

RCR Initials: RC

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**12. LIMITATION OF LIABILITY**

**12.1 State Liability**

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 RCR shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions*.

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

**12.2 RCR Liability**

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

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

**12.3 State's Immunity**

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

**12.4 Survival**

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

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**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 Termination for Default**

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

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

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

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

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

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

13.2 Termination for Convenience

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

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, RCR shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;

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- 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 RCR 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 RCR has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

- 15.1 RCR shall not assign, delegate, subcontract or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 15.2 RCR 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 RCR of any of its obligations under the Contract nor affect any remedies available to the State against RCR that may arise from any event of default of the provisions of the contract. The State shall consider RCR to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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15.3 Notwithstanding the foregoing, nothing herein shall prohibit RCR from assigning the Contract to the successor of all or substantially all of the assets or business of RCR provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that RCR should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with RCR, its successors or assigns for the full remaining term of the Contract; continue under the Contract with RCR, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to RCR, its successors or assigns.

**16. DISPUTE RESOLUTION**

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

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

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	TBD	State Project Manager (PM)	5 Business Days
First	TBD	State Project Management Team (PMT)	10 Business Days
Second	TBD	Commissioner	15 Business Days

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

**17. GENERAL PROVISIONS**

**17.1 Travel Expenses**

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

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

**17.2 Shipping and Delivery Fee Exemption**

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

**17.3 Project Workspace and Office Equipment**

The State agency will work with RCR to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for RCR's staff.

**17.4 Access/Cooperation**

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

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

**17.5 Required Work Prodecures**

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

**17.6 Computer Use**

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

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- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall RCR access or attempt to access any information without having the express authority to do so.
- c. That at no time shall RCR access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times RCR must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by RCR. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if RCR is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**17.7 Email Use**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems." RCR understand and agree that use of email shall follow State standard policy.

**17.8 Internet/Intranet Use**

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

**17.9 Regulatory Government Approvals**

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

**17.10 Force Majeure**

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

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**17.11 Insurance**

**17.11.1 RCR Insurance Requirement**

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

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

**17.12 Exhibits**

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

**17.13 Venue and Jurisdiction**

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

**17.14 Survival**

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

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 CONTRACT 2013-007 - PART 3  
 EXHIBIT A  
 CONTRACT DELIVERABLES

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

RCR Technology Corporation, Inc. (RCR) shall provide the State with Child and Adolescent Needs and Strengths/Adult Needs and Strengths Assessment (CANS/ANSA) which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

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

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

**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

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

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE
<b>PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES</b>	
Project Work Plan including milestones	Within 5 days of contract award
Kickoff Meeting- Review contract and Project responsibilities, review Project work plan and Implementation schedules.	Within 10 days of contract award
Design documentation	See Proposal Topic 13
Communications Plan and Business Process Workflow	See Proposal Topic 13
System Test Plan and methodology	See Proposal Topic 13
Bi-Weekly status reports & updates to the Project Work Plan	On-going
<b>SYSTEM SOFTWARE:</b>	
Graphic User interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	See Proposal Topic 13
<b>IMPLEMENTATION:</b>	
Set up and configure online hosted SaaS System for New Hampshire	See Proposal Topic 13
Implement required reports	See Proposal Topic 13
<b>ACCEPTANCE TESTING:</b>	
Develop, test and maintain any scripts required for User Acceptance Testing	See Proposal Topic 13
Perform Security Testing	
Perform Volume and Stress-Testing	

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ACTIVITY, DELIVERABLE OR MILESTONE		DELIVERY DATE
Support the State during User Acceptance Testing		See Proposal Topic 13
Report testing (e.g. State defined reports, core reports, and ad hoc reporting)		See Proposal Topic 13
<b>WRITTEN DOCUMENTATION / REPORTS (HARDCOPY AND CDROM)</b>		
Users Operation Manual		See Proposal Topic 13
Knowledge transfer package documentation and review, (a system overview review as well as all planning documents, system documentation, training resources and testing results created for the Project)		See Proposal Topic 13
<b>SYSTEM TRAINING</b>		
Training plan and schedule		Per agreed upon Schedule
Training of users and administrators		Per agreed upon Schedule
<b>ON-GOING SYSTEM ACCESS AND SUPPORT</b>		
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.		Year 1
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.		Year 2
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.		Year 3
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.		Year 4

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Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 5
<b>PROJECT CLOSE OUT</b>	
Closeout Meeting	On or about October 30, 2017
Holdback payment	

**3. TRAINING DELIVERABLES**

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

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**1. DELIVERABLE PAYMENT SCHEDULE**

This is a Firm Fixed Price (FFP) Contract totaling \$320,536.50 for the period between the Effective Date through June 30, 2017. RCR shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RCR to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

ACTIVITY, DELIVERABLE OR MILESTONE	PAYMENT
<b>PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES</b>	
Project Work Plan including milestones	\$776.00
Kickoff Meeting- Review contract and Project Deliverables, review client responsibilities, review Project work plan and Implementation schedules.	\$4,765.00
Design documentation	\$931.20
Communications Plan and Business Process Workflow	\$582.00
System Test Plan and methodology	\$1,784.80
Bi-Weekly status reports & updates to the Project Work Plan	\$3,395.00
<b>SYSTEM SOFTWARE:</b>	
Software Licensing Agreements and Documentation	\$1,707.20
Interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	\$12,028.00
<b>IMPLEMENTATION:</b>	
Set up and configure software for New Hampshire	\$33,659.00
Implement required reports	\$9,991.00
<b>ACCEPTANCE TESTING:</b>	
Develop, test and maintain any scripts required for User Acceptance Testing	\$7,954.00
Perform Security Testing	\$737.20
Perform Volume and Stress Testing	\$1,057.30
Support the State during User Acceptance Testing	\$7,469.00
Report testing (e.g. State defined reports, core reports, and adhoc reporting)	\$756.60
<b>WRITTEN DOCUMENTATION / REPORTS (HARDCOPY &amp; CDROM)</b>	
Users Operation Manual	\$5,218.60
Knowledge transfer package documentation and review (a system overview review as well as all planning documents, system documentation, training resources and testing results created for the Project)	\$4,306.80
<b>SYSTEM TRAINING</b>	

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ACTIVITY, DELIVERABLE OR MILESTONE	PAYMENT
Training plan and schedule	\$3,026.40
Training of users and administrators	\$29,546.00
<b>On-going System Access and Support</b>	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$27,160.00
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$58,200.00
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$33,950.00
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$33,950.00
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	\$33,950.00
<b>PROJECT CLOSE OUT</b>	
Closeout Meeting	\$3,634.80
Holdback payment	10% holdback (\$32,053.65)
<b>TOTAL</b>	<b>\$320,536.50</b>

**ASSUMPTIONS**

ACTIVITY, DELIVERABLE OR MILESTONE	ASSUMPTIONS AND/OR CONSTRAINT
<b>PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES</b>	
Kickoff Meeting- Review contract and Project Deliverables, review client responsibilities, review Project work plan and Implementation schedules.	Assumed to be RCR Account Manager, RCR Project Manager and Praed Foundation representative in person and other technical staff made available via telephone.
Design documentation	Assumed to be a review of existing BHAS design documentation.

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ACTIVITY, DELIVERABLE OR MILESTONE	ASSUMPTIONS AND/OR CONSTRAINT
<b>SYSTEM SOFTWARE:</b>	
Interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel.	Assumes initial phase to include no more than 3 interfaces.
<b>IMPLEMENTATION:</b>	
Set up and configure software for New Hampshire	Assumes finalized and State approved CANS and ANSA instruments and algorithms. Assumes State has communicated their preference for report composition, layout and distribution. Assumes State has provided RCR their desired client demographic profile.
Implement required reports	Assumes 3 reconfigured reports.
<b>ACCEPTANCE TESTING:</b>	
Support the State during User Acceptance Testing	Assumes State will have consumers and data ready for UA testing and reporting.
Report testing (e.g. State defined reports, core reports, and ad hoc reporting)	Assumes State will have consumers and data ready for UA testing and reporting.

**TABLE 2-DETAILED LICENSE DELIVERABLES AND PRICING.**

SERVICES	Perpetual Software License Fee	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Web Site Hosting Fee	\$0	\$20,370	\$20,370	\$20,370	\$20,370	\$20,370	\$101,850
Technical Support and Maintenance Fees	\$0	\$0 (Pracd)	\$6,790 (Pracd)	\$6,790 (Pracd)	\$6,790 (Pracd)	\$6,790 (Pracd)	\$27,160 (Pracd)
		\$6,790 (RCR)	\$6,790 (RCR)	\$6,790 (RCR)	\$6,790 (RCR)	\$6,790 (RCR)	\$33,950 (RCR)
System Implementation	\$0	\$129,691.70	\$0	\$0	\$0	\$3,634.80	\$133,326.50
System Enhancements	\$0	\$0	\$24,250	\$0	\$0	\$0	\$24,250
<b>GRAND TOTAL</b>	<b>\$0</b>	<b>\$156,851.70</b>	<b>\$24,250</b>	<b>\$33,950</b>	<b>\$33,950</b>	<b>\$37,584.80</b>	<b>\$320,536.50</b>

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**TABLE 3-RCR RATES PRICING WORKSHEET (HOURLY RATES)**

Position Title	Hours	Hourly Rate	Subtotal (Hours X Rate)
Project Manager	290	\$97.00	\$28,130.00
Præd Fdn SME	700	\$67.90	\$47,530.00
Business Analyst	238	\$67.90	\$16,160.20
Trainer	584	\$48.50	\$28,324.00
Tester	439	\$48.50	\$21,291.50
Technical Consultant	1,352	\$67.90	\$91,800.80
Hosting Services	720	\$121.25	\$87,300.00
<b>TOTAL</b>	<b>4,307</b>		<b>\$320,536.50</b>

**TABLE 4-RCR FUTURE RATES PRICING WORKSHEET (HOURLY RATES)**

Position Title	SFY 2015	SFY2016	SFY2017
Project Manager	\$97.00	\$97.00	\$97.00
Præd Fdn SME	\$67.90	\$67.90	\$67.90
Business Analyst	\$67.90	\$67.90	\$67.90
Trainer	\$48.50	\$48.50	\$48.50
Tester	\$48.50	\$48.50	\$48.50
Technical Consultant	\$67.90	\$67.90	\$67.90
Hosting Services	\$121.25	\$121.25	\$121.25

**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 \$320,536.50 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RCR for all fees and expenses, of whatever nature, incurred by RCR in the performance hereof.

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

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**3. INVOICING**

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

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

Invoices shall be sent to:

Donna Walker  
Business Administrator IV  
Department of Health and Human Services  
Bureau of Behavioral Health  
105 Pleasant Street  
Concord, NH 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

RCR Technology Corporation  
251 N. Illinois Street, Suite 1150  
Indianapolis, IN 46204

**5. OVERPAYMENTS TO RCR**

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

**6. CREDITS**

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

**7. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

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EXHIBIT C  
SPECIAL PROVISIONS

1. SPECIAL PROVISIONS

**NOTICE**

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

**18.5 Notice**

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

TO RCR:  
Robert C Reed  
251 N. Illinois Street, Suite 1150  
Indianapolis, IN 46204  
Tel: (317) 631-3345

TO STATE:  
Michele Harlan  
Bureau of Behavioral Health  
105 Pleasant Street  
Concord, NH 03301  
(603) 271-8376

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ADMINISTRATIVE SERVICES

**1. STATE MEETINGS AND REPORTS**

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

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

**1.1. Introductory Meeting:** Participants will include RCR Key Project Staff and State Project leaders from both the Bureau of Behavioral Health and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

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

**1.3. Status Meetings:** Participants will include, at the minimum, the RCR Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from RCR shall serve as the basis for discussion.

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

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

**1.6. Exit Meeting:** Participants will include Project leaders from RCR and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects RCR to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. A draft of meeting minutes will be provided within five (5) business days of any meeting and accepted at the following meeting.

Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be RCR's responsibility.

The RCR Project Manager or RCR Key Project Staff shall submit bi-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. The RCR's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. RCR shall produce Project status reports, which shall contain, at a minimum, the following:

- 1.7. Project status related to the Work Plan;
- 1.8. Deliverable status;
- 1.9. Accomplishments during weeks being reported;
- 1.10. Planned activities for the upcoming two (2) week period;
- 1.11. Future activities;

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- 1.12. Issues and concerns requiring resolution; and
- 1.13. Report and remedies in case of falling behind schedule.

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

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

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

**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

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

**4. ACCOUNTING REQUIREMENTS**

RCR shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and RCR shall maintain records pertaining to the Services and all other costs and expenditures.

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**5. WORK HOURS**

RCR, and State personnel shall be available during normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, Eastern Time (EST) excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement in writing with the State Project Manager by Change Order.

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IMPLEMENTATION SERVICES

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

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

1.1.1. RCR shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.

RCR's Implementation plan has two phases: Part One is the Software Implementation plan. Part Two will be the training Implementation plan.

1.1.2. RCR and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

1.1.3. The RCR Team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

1.1.4. 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.

1.1.5. RCR shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new System. A focus on technology transition shall be deemed a priority.

1.1.6. RCR 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.

1.1.7. RCR shall adopt an Implementation time-line aligned with the State's required time-line.

**1.2. Timeline**

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

RCR's Project management tracking software and processes will be used for managing the Project.

**1.2.1. Project Infrastructure-**

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

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**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**

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

**2. IMPLEMENTATION METHODOLOGY**

**PART I - SOFTWARE IMPLEMENTATION PLAN**

The RCR Team shall provide the Professional and Consulting Services for the Contract. Its approach includes but is not limited to the following:

Consistent with a SaaS Model, RCR shall create six environments at the remote host site, and three of these will support Production.

Using these environments, the following will be our Implementation steps:

**2.1. CUTOVER & IMPLEMENTATION TASKS**

The RCR Team will deploy the BHAS release v2.0 RCR/Praed Solutions into a Production environment through a single deployment. In Month 3 RCR will be ready for Implementation of the NH BHAS System with cutover in month 3 for the RCR BHAS v2.0 and Praed Training site.

For each deployment, the RCR/Praed Team will develop comprehensive and detailed Deployment Plans that will detail each step of the process, the resource responsible for completing each step, the expected start and end times for each step, the expected duration of each step, and the dependencies associated with the steps. As a model, the RCR/Praed Team will rely on the Deployment Plans that are generated for each Maintenance Release implemented on the other RCR Project. These plans are shared with the State, are reviewed in multiple venues over weeks prior to the deployment, and have been demonstrated to be very effective tools for Maintenance Releases and Software deployments managed by RCR since early 2010.

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ID	Date	Start Time	Duration	End Time	Activity	Practitioner	Dependency	Status
154	18-Mar	7:30 PM	0:20	7:50 PM	Export database configuration and settings	Nash	133	
157	18-Mar	7:50 PM	1:00	8:50 PM	Upgrade/Install DB2 9.5 FP3	Kameron	141	
159	18-Mar	8:50 PM	2:30	11:20 PM	Database upgrade (DB2 9.5) - Migration/Upgrade of instance/databases - Current - Capture - CRT - Verify upgrade and run post migration utilities	Nash/Kameron		
163	18-Mar	11:20 PM		11:20 PM	End Friday Conference Line - TIME TENTATIVE	Gary Mart		
<b>SATURDAY TASKS</b>								
162	19-Mar	11:20 PM	2:00	1:20 AM	Perform Database backup - Full Online (DB2 9.5)	Nash	145	
165	19-Mar	1:20 AM	0:10	1:30 AM	Drop and re-create INT014 and INT023 Stored Procedures for correspondence	Nash	148	
<b>Pre-Data Migration Activities</b>								
168	19-Mar	1:20 AM	0:45	2:05 AM	Collect Database Statistics - multiple jobs	Ohwakar/Nash	148	
169	19-Mar	2:05 AM	0:15	2:20 AM	Export/Backup of static and required data	Ohwakar	151	
170	19-Mar	2:20 AM	0:15	2:35 AM	Backup of DDLs	Ohwakar	152	
<b>Data Migration Activities</b>								
172	19-Mar	2:35 AM	2:00	4:35 AM	Migrate schemas: Set-up temporary objects to support Data Migration	Ohwakar	153	
174	19-Mar	4:35 AM	0:30	5:05 AM	Data Migration after Migrating Schemas	Ohwakar	154	
175	19-Mar	4:35 AM	3:00	7:35 AM	Run Other Data Migration Tools	Ohwakar	154	
176	19-Mar	4:35 AM	0:30	5:05 AM	Run Ceram 3.1 Data Migration Tools	Ohwakar	154	

**Sample Deployment Plan**

A Deployment Plan is typically developed to detail the tasks associated with a single deployment of new or updated code from a test environment into production. The deployment plans will delineate tasks and activities that will allow all tasks associated with the cutover to be clearly identified, their inter-dependencies well defined, the user community properly prepared, and that the roles of all involved staff articulated. The tasks associated with the deployment of NH BHAS v2.0 and Praed Training website will include the following:

**2.1.1. Establish Production Environment as User Acceptance Test (UAT) Environment** - For the first NH BHAS cutover, UAT will be conducted on the hosted servers and infrastructure that will become the production environment at cutover. For subsequent changes, RCR will have separate UAT and production environments. Having the initial UAT occur in production has these advantages:

**2.1.1.1. UAT shall occur on the exact code that will become production code, therefore UAT application behavior will fully represent production application behavior;**

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- 2.1.1.2. Stress and performance testing results will fully represent production results;
- 2.1.1.3. Code and configuration migration will not be needed to create a production environment on cutover weekend (though a migration will be required thereafter to create the UAT environment for all subsequent testing activities); and
- 2.1.1.4. Organization, location, and all other configurations can be completed early and be tested fully.
- 2.1.2. **Identify and Define All Users to NH BHAS** - There are hundreds of users expected to be using the new NH BHAS System. Each has a role, position, office location, and reporting relationship that must be established in BHAS administration production prior to cutover.
  - 2.1.2.1. While all users will be tentatively configured in NH BHAS prior to cutover, only a limited number of users will support UAT and only these individuals will be provided login credentials for UAT activities. The remaining users will be restricted from access until the Regions' training date.
  - 2.1.2.2. Allowing UAT staff and other selected individuals to log-in and use the System in a test mode prior to cutover will allow for multiple validations of System readiness. This includes remote connectivity, solution functionality, and user-centric operations such as security for different roles and positions, workflow, etc.
- 2.1.3. **Browser and Policy Set-up Confirmation** - NH BHAS will be designed to use Internet Explorer 7 and above, and related software. UAT activities referenced above will provide an opportunity to ensure that the appropriate policies and software settings have been deployed by the State's DoIT to the NH BHAS user community.
- 2.1.4. **Final Deployment Tasks** - Once the preceding activities are completed early in the deployment process, the following are the final deployment tasks that will be completed during the cutover.
  - 2.1.4.1. **Change NH BHAS Identification from UAT to PROD** - Change DNS settings for UAT/PROD to new PROD hostnames throughout the environment; change PROD database connection settings; change database schema name to PROD; and related changes that will update the identification of all components within the NH BHAS Solution from UAT to PROD.
  - 2.1.4.2. **Implement Data Integration Processes** - The optional step of loading the System with initial Legacy data that will be implemented to move data from identified Legacy systems into the NH BHAS database.
  - 2.1.4.3. **REORG and RUNSTATS** - Conduct production database maintenance activities once data integration processes are complete. This will position NH BHAS for optimal performance.
  - 2.1.4.4. **Change Interface Configurations** - NH BHAS will include interfaces to many external systems. During UAT, these interfaces will be directed to the test environments for each of these external systems. At this point in the cutover, the interfaces will be directed to the production environments for each of these partner's systems.

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2.1.4.4.1. Ping External Systems - To confirm connectivity with each external system, NH BHAS will send a test message. This exercise will be coordinated with the parties responsible for the external systems.

2.1.4.5. Activate NH BHAS Users - As noted earlier, all potential Region One NH BHAS users will be configured during the UAT phase to exercise the NH BHAS organization configuration. These users will be enabled at this time to allow full access and functionality. Selected users will be provided their log-on credentials as part of cutover weekend and will support smoke testing, while the balance of the users will be provided this information upon the completion of deployment/training activities.

2.1.4.6. Conduct Smoke Testing - Leverage a select set of NH BHAS users throughout the State and in different organizations to support Smoke Testing activities. The RCR/Praed Team shall work with the State to identify a limited number of production related activities that can be completed during deployment.

The preceding provides a high-level view of the activities that will be conducted to support operations.

**CONTRACT DELIVERABLE: Implementation Plan** - To guide the development of each deployment activity, the RCR/Praed management Team and integration Team shall develop the Deployment and Implementation ("D&I") Plan. This plan shall provide an overview of the information that is to be contained in the detailed deployment plans that will be developed prior to each Deployment. In addition, the D&I Plan shall detail the deployment criteria that will be used to determine readiness and detail the Deployment & Implementation Schedule for the NH BHAS and Praed Training site cutover activities.

**CONTRACT DELIVERABLE: Deployment Plan** - For each cutover, the RCR/Praed Team shall develop a detailed deployment plan. This plan will leverage the information contained in the D & I Plan as described above and also provide System and data activities that are unique to the cutover's activities. As described above, the deployment plan will provide a detailed schedule of cutover tasks, timing of each activity, the specific solution Team member(s) that will be responsible for each task and task dependencies.

**2.2. MAJOR RISKS & MITIGATION STRATEGIES**

The cutover and Implementation approach is designed to mitigate many of the risks that would normally challenge a system implementation of this magnitude. Conducting UAT for cutover in the environment that will be subsequently designated as production, for example, reduces the likelihood of immediate production issues associated with migrations, environment setup, performance, configuration values, and security. Following are several other risks and our mitigation strategies.

**RISK:** The level of system and business process change brought about by NH BHAS may overwhelm users. NH BHAS represents a major evolution in the System support that will be provided to program personnel throughout the State. This introduces a learning curve for staff that have absorbed limited system changes in recent years. Coincident with deploying NH BHAS, there will be significant changes to business processes for most if not all affected programs. While business process changes are not uncommon for these programs, the combination of system and business changes - and the degree of change of each - represents a challenge.

**MITIGATION STRATEGY:** The RCR/Praed Team is very aware of this risk. The Team shall mitigate the risk through frequent and targeted two-way user communications throughout NH BHAS design work, training for impacted organizations, and the availability of User Guides and

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Quick Reference Job Aids. RCR also shall have available Project Staff as part of cutover and subsequent regional training so they are easily accessible to address issues and support State Staff.

**RISK:** The State's aggressive timeline for the implementation has compressed the time available for user readiness and training.

**MITIGATION STRATEGY:** The RCR/Praed Team shall support a robust State led Organizational Change Management (OCM) effort immediately upon Project start-up. RCR shall have Dr. Lyons and our staff specialist on-site within 15 business days or sooner of Project kickoff. Therefore, planning and execution of user-focused activities start immediately and continue throughout the Project as an active and intentional activity. Later in the Project, the senior training specialist and the trainers shall work closely with the Project technical staff supporting UAT. As technical staff makes final adjustments to NH BHAS, the trainers shall make commensurate final adjustments to the training content so it represents full NH BHAS functionality and workflow. This approach of involving and aligning the training activities with technical and functional solution work will be evident throughout the Project. Requirements validation, design, testing or cutover will mitigate the potential effects of the timeline on the training planning and execution.

The RCR/Praed Team shall deliver instructor-led training to end users to maximize comprehension and retention of training content. It is tempting to try to accomplish training of this many end users remotely or through a train-the-trainer approach, transferring much of the training burden to State workers. However, the RCR/Praed Team understands that it is critical that end users receive training in-person in a computer classroom setting from a member of the Project Team. This allows the Project to reduce class size and spread training over a longer time period. Further, training shall be organized into two key components: NH BHAS Training (Phases 1 and 2), Praed Foundation Training Certification Classes. This structure allows end users to attend only the training they need, when they need it.

### 2.3. CONTINGENCY PLANNING

Prior to each cutover, the RCR/Praed Team shall work with the State to execute performance and stress tests as discussed above. These activities will identify issues early and allow maximum opportunity for resolution prior to introducing the solution into production. Once the solution is in production, the RCR/Praed Team shall closely monitor performance. In the event performance does not meet State expectations, the RCR/Praed Team shall troubleshoot the issue and take appropriate action.

RCR/Praed Team members, State staff, and select program personnel shall be stationed in program offices as needed throughout the State as part of each Regional training. These staff, co-located with end users at least through the first week of NH BHAS production, will provide an effective first-line of issue resolution, a front-line assessment of the System's performance, and an expedient communication mechanism to determine if identified issues are localized or global.

**CONTRACT DELIVERABLE: Contingency Plans** - Contingency planning shall be communicated to the State in two forums. The Cutover and Implementation (D & I) Plan discussed earlier in this section will describe the general considerations and cross-cutting contingency measures that shall be taken for deployments. To complement the D & I Plan, each specific Deployment Plan will also identify contingency measures that shall be established to address specific issues or areas of concern.

### 2.4. IMPLEMENTATION DECISION PROCESS

As with any code deployment to production, the decision process and criteria shall be documented and agreed to by all relevant stakeholders, including State program management, UAT testers, program staff specified by the State, and RCR/Praed Team management. The cutover decision process will be a culmination of the following steps:

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- 2.4.1. Requirements sign-off by program staff will validate their acceptance of planned changes to their business process and approval of the NH BHAS and Praed System workflow.
- 2.4.2. Systems Integration Testing shall clearly demonstrate that all aspects of the requirements have been satisfactorily integrated into the NH BHAS v2.0 design and development and works in accordance with these requirements.
- 2.4.3. User Acceptance Testing shall provide State and program personnel the opportunity to similarly test all aspects of NH BHAS and Praed System functionality and independently confirm that the design and development satisfies these requirements.
- 2.4.4. User training activities shall prepare users to use NH BHAS after cutover to deliver all program services defined in requirements phases.
- 2.4.5. Production-level data integration dry runs and subsequent testing shall demonstrate that the integration of legacy data into NH BHAS will effectively and completely load all relevant program data into the updated solution to support service delivery to existing and new consumers.
- 2.4.6. All and any requirements for State and federal law, security and compliance criteria have been met by RCR.

At each stage of Implementation, the State and program staff and management shall have opportunities to affirm that the evolving NH BHAS and Praed CAN/ANSA certification solution meets the requirements identified by the State. Where questions and concerns are identified, the RCR/Praed Team shall address each and verify that program documentation captures the issue and its resolution. As noted in the following discussion, these activities shall provide the information necessary to support cutover decisions.

**2.5. CUTOVER CRITERIA**

Prior to each cutover, a cutover readiness document shall be developed and submitted to the State for consideration. This document will summarize the outcome of the above activities and present the basis for an affirmative cutover decision.

The RCR/Praed Team shall rely on the following cutover criteria to determine if the solution is ready to be deployed into production:

- 2.5.1. All critical defects have been addressed
- 2.5.2. 100 percent test cases have been executed
- 2.5.3. At least 95 percent of test cases have passed

These criteria have been used consistently on many State's Projects and have been demonstrated to be a viable indicator of a solution's readiness for production and have also provided a definitive tool for the State to assess readiness. With submittal of a cutover readiness document, the RCR/Praed Team shall facilitate a Go / No Go meeting with the State, UAT Team and appropriate stakeholders. Questions, concerns or open items identified in this meeting must be resolved prior to a GO decision.

**CONTRACT DELIVERABLE:** Cutover Criteria - A unique Project Deliverable will not be provided for the cutover criteria. The Cutover and Implementation Plan described above shall identify the criteria that will be used to support Go / No Go decisions.

**2.6. CONTROL SECURITY**

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The NH BHAS v2.0 Administration panels shall be used to configure the roles and positions of NH BHAS users statewide. In setting up the users, the State will identify the permissions and profiles to be used to establish the aspects of the NH BHAS v2.0 that can be accessed and executed for each individual. The Organization functionality in RCR Administration panels provides the ability to configure the security and access safeguards necessary for System operations.

**2.7. STAKEHOLDER COMMUNICATION**

The RCR/BHAS Solution shall impact hundreds of end users and stakeholders establishing appropriate expectations and gaining buy-in among those diverse stakeholder groups will be critical to the success of the NH BHAS v2.0 Implementation.

RCR shall work with the State organizational change management (OCM) Team throughout the Project to engage stakeholders to promote realistic expectations for the new System, gain buy-in and support, and prepare future NH BHAS users to take full advantage of the new opportunities presented for web based assessments, improved customer service and effective outcome management.

**2.8. POST IMPLEMENTATION SUPPORT**

Post-Implementation support shall be comprised of the following:

2.8.1. Consistent with our software warranty and maintenance commitments to the State, the RCR/Praed Team shall provide help desk support; analysis, triage, and resolution Services for corrective maintenance; and warranty Services from the Effective Date for the duration of the contract

**CONTRACT DELIVERABLE:** Post-Implementation Support Plan - A unique Project Deliverable shall not be provided for this Plan. As described above, post-Implementation support is addressed in other sections of this proposal as Warranty and Maintenance and Application Help Desk support.

**2.9. SYSTEM INCIDENT REPORTS**

Users will be directed to notify the RCR Help Desk of System incidents. The Help Desk will review the incident reports and assign application-related tickets to the RCR/Praed Team. The Team will take responsibility for addressing application-related issues that are associated with corrective maintenance.

**2.10. END USER SUPPORT**

Consistent with the RFP, the RCR/Praed Team shall provide end-user support after System Implementation. Pending additional guidance from the State relative to the end-user support required, the Team shall deliver the following:

2.10.1. The RCR/Praed training staff shall be responsible for delivering training to end users appropriate for their job position and responsibilities. Training materials, user guides, and online FAQ's and tips are typical of the materials that shall be provided to end users to help them take advantage of the full functionality of NH BHAS v2.0 and Praed certification System.

2.10.2. The Help Desk referenced in the previous section shall be supported by an RCR analyst that shall be responsible for addressing issues, questions and potential application problems referred to the RCR/Praed Team. This individual shall work directly with the users that submit trouble tickets so their concerns can be addressed in a timely manner.

2.10.3. The RCR/Praed training staff shall be available to provide additional assistance to users needing extra attention.

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**CONTRACT DELIVERABLE:** Application Help Desk - Prior to each cutover deployment, the RCR/Praed Team shall meet with the State to define the roles and responsibilities for end user support. Subsequent to this meeting, the RCR/Praed Team shall document the end user support that shall be delivered.

**2. IMPLEMENTATION METHODOLOGY**

**PART II-TRAINING IMPLEMENTATION PLAN**

The primary goal of any system training strategy is to minimize productivity losses during the transition to the new System; and provide the training in a just-in-time fashion so that the learning does not become stale before the user has the opportunity to try out the System personally. Ultimately, users must become proficient enough at the new System, and the new processes implemented through the accompanying business transformation, to produce the efficiencies and improvements to services envisioned by the State. RCR proposes to perform the BHAS System training in a phased approach that mirrors the phased implementation approach detailed elsewhere in this document. Working in conjunction with State staff, RCR shall develop a specific training schedule that shall train State employees first and then the staff of the 10 CMHCs. Such an approach allows State staff to understand questions that may come from the CMHCs without initiating calls to the BHAS helpdesk.

Given the reality of budgetary constraints with this Project, BHAS may choose to implement a range of training solutions.

**2.11 TRAINING OPTIONS:**

RCR proposes to the State three (3) different BHAS end-user training options. These options represent a range of cost and timeframe horizons and are intended to provide the State with as much decision-making capacity as possible.

Training Type	Estimated # of Trainees	Proposed Training Timeframe	Maximum # of Trainees Per Session	Proposed Per Session Training Cost	Proposed Total Training Cost
In-Person Training	700	6 Months	25	\$1,500.00	\$37,500.00
Train-the-Trainer	50	2 Months	10	\$2,000.00	\$10,000.00
Online Video Training	700	Self-Directed	N/A	N/A	\$20,000.00

**2.12. IN-PERSON TRAINING**

This approach is the most time-intensive and costly to the State. The basis of the training will be a Microsoft PowerPoint presentation. Supplementing this presentation shall be facilitator-led, interactive demonstrations of the BHAS System. Such an approach allows course participants to actually involve themselves in the System, instead of just viewing a demonstration on a screen or in a book.

**2.13. TRAIN-THE-TRAINER TRAINING**

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This hybridized approach allows the State to achieve its objective of being able to perform its own BHAS training in the future. The State would identify a cross section of individuals from each region (both State and CMHC personnel) who would become the *de facto* trainers for their region. RCR trainers would perform the same training as detailed in the prior section, but would spend additional time with the trainees on common troubleshooting topics and other issues that trainers may encounter while performing their classes. RCR shall provide the trainers with all relevant materials in electronic format and the State/CMHCs will be responsible for duplication costs for those materials if they wish to provide hardcopies to those receiving end-user training from RCR-trained personnel. Class size would be reduced from a maximum of 25 to a maximum of 10 students to allow for more intensive instruction and time for one-on-one and group discussions. RCR assumes the State will identify approximately 50 individuals statewide who would be trainers. These individuals would be responsible for informing the RCR helpdesk of who participated in their training sessions so that the trainees' user records can be updated to reflect their attendance.

**2.14. ONLINE VIDEO TRAINING**

This option will allow the State to train its staff and CMHC end-users at a self-directed pace. RCR would produce a video that would be similar to that of the in-person training. The video would be accessible through an URL link provided to end-users through a delivery method determined by the State (by RCR, through the State, etc.). Users would then be directed to a video file that would walk end-users through the BHAS System. All training materials would be provided to the State in electronic format for distribution through a method of its choosing to end-user trainees. Due to budget constraints, RCR would not be able to track those who participated in the online training and would be reliant on State/CMHC supervisors to inform RCR of those who completed the training in order to update their user record.

**2.15. YEAR 2 VIDEO TRAINING**

In the event the State chooses in-person or train-the-trainer end-user training, RCR alternatively will produce a series of training and troubleshooting videos in Year 2 for all incoming staff end-user training. This will further the objective of the State being able to train its own people. This training is appropriate for Year 2 due to the fact that the initial training is recommended to be in-person, but once the initial push in end-user training on the BHAS System is complete, and then those already trained would then become a reference resource for those new or reassigned employees who would require BHAS training.

**2.16. END-USER TRAINING ASSUMPTIONS**

The following section details RCR's approach to BHAS end-user training. The training plan is predicated on the following assumptions:

- 2.16.1. There will be phased statewide implementation of the BHAS System;
- 2.16.2. If either in-person training or train-the-trainer options are selected, the State will provide physical locations and internet-accessible computers for course participants;
- 2.16.3. The in-person training courses will consist of no more than twenty-five (25) students for in-person training and ten (10) for train-the-trainer training;
- 2.16.4. Course participants will have already been certified through the Praed Foundation on either the CANS and/or ANSA instruments;

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2.16.5. Course participants will already have a BHAS System account; and

2.16.6. Course participants will have a basic familiarity with personal computers, including but not limited to, internet browser use.

These assumptions may change based on information provided by the State or other factors that are memorialized in the final and approved Scope of Services between RCR and the State.

**2.17. END-USER TRAINING APPROACH**

RCR's approach to end-user training centers on identifying with the training participant on both an academic and interpersonal level. The following resources will be utilized in performing the both the end-user and super-user training sessions across the State.

2.17.1. **End User Training Materials:** These are a User Guide (electronic copy) and Quick Reference sheet (electronic copy). Training materials shall be made available electronically to all users on the BHAS System documents page for reference, with timely updates as changes are made to the BHAS System or associated business processes through the end of the Project (or continued into maintenance activities, should the State choose to include these updates in ongoing Services).

2.17.2. **End User Training Database:** An End User Training Database shall be maintained by the training Team to track all participants who successfully completed the training course.

2.17.3. **End User Training Environment:** The End User Training Environment shall be in place in time for use during the training sessions. The Training Environment shall provide the end users the opportunity to "try out" the BHAS System functions they shall typically perform.

2.17.4. **End User Enrollment/Scheduling Process:** For in-person or train-the-trainer sessions, RCR shall work with State/CMHC staff to devise a mutually-acceptable approach to enrollment and scheduling for training participants. Once the training Team has had an opportunity to learn what processes have been used previously in New Hampshire and what is most convenient for participants, a process shall be defined and managed by the training Team to enroll and schedule participants for the regional training sessions.

2.17.5. **End User Training Evaluation Material:** RCR shall provide the State a comprehensive end user evaluation of the training provided for their review and approval. Each participant, whether in end-user or super-user training, shall be asked to assess the training provided, including content delivery and how well they feel they will be able to perform their job duties using the BHAS System once in production. In addition, pilot training participants will be asked to participate in discussions to provide feedback as they receive the training, and at the conclusion of the session. Pilot participants will also have the opportunity to provide anonymous, written comments and suggestions. Participants who complete training sessions will receive a certificate of completion to signify their achievement.

2.17.6. **End User Training Delivery Schedule:** This will be developed in conjunction with the State during contract negotiations.

**2.18. Functional Specifications**

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The CANS/ANSA web-based training application for New Hampshire will build on our long experience of designing and delivering web-based training solutions. The training will have the following components:

**2.18.1. Introduction and Overview:** This section will introduce the measures within the Total Clinical Outcomes Management (TCOM) framework and Communimetrics theory and review the key characteristics of each tool. Written, video and interactive content will be included.

**2.18.2. Item Review:** Video, brief vignette quizzes to help trainees understand the concepts of both the item and the action levels and links to resources specific to that need or strength. This section of the site will orient the trainees to the meaning of each item so that they can understand the potential importance of the item in assessment and treatment planning.

**2.18.3. Practice Vignettes:** An opportunity for trainees to practice on case studies completing the CANS or ANSA and receiving feedback on the items where their ratings were different from the recommended scores. Six to 10 practice vignettes will be available to trainees. Each trainee will be required to take a practice test before they attempt a test.

**2.18.4. Certification Vignettes:** An opportunity for the trainee to become certified by achieving a reliability of 0.70 (using an interclass correlation coefficient) on a test vignette. At least 10-12 test vignettes will be randomly sampled so that different trainees might have different tests to ensure fidelity of the testing process. These vignettes will be changed annually to further ensure the fidelity of the testing process. Trainees will be given three times to pass. If they fail after three attempts they will be referred to the site administrator to receive remediation and linkage to an on-site trainer.

**2.18.5. TCOM Tutorial:** An opportunity for interested parties to fully understand the conceptual framework behind the CANS/ANSA. This section will be designed for supervisory, quality improvement or program evaluation staff at participating agencies.

The design of the training website will be flexible allowing the addition of changes in the versions of the CANS/ANSA used by New Hampshire or additional regulatory or educational materials to the website (e.g. policies and procedures, treatment planning examples, TCOM training materials).

**2.19. Technical Specifications of the Training System**

The solution builds on an existing web-based training system that is currently used in other jurisdictions. This collaborative training website was developed in partnership between the Praed Foundation and InMotion Educational Technologies. InMotion Educational Technologies has developed a multiple-modality learning system (the InMotion System) that teaches content using eight different modalities (video, image, text, flash cards, multiple choice, essay, cross-references, and supporting materials).

The system also has full examination / certification capabilities. The system is compatible with Microsoft IE 7 and above, Safari, iOS (iPad/iPhone), Chrome, and Firefox. It is programmed in Symphony 2 (PHP) and is HTML5 compatible to achieve optimal cross-browser compatibility while ensuring ease of use for media rich user experiences.

The site is hosted in the cloud; multiple copies of the programming code and content exist to ensure stability. All code and content is secure and accessible only by the administrator. The system can be deployed with HTTPS security or any other regulatory security standard (including HIPAA). Access to the system is managed through a required email address that serves as the unique id and allow verification back to the trainee and a trainee generated password that allow security to the trainee.

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Finally, the system's architecture is already prepped for integration with third party access protocols and database integrations. For example, a current client of the system who employs the software on a national scale is Wolters-Kluwer. The system will be designed to interface with the data system. Data systems can check on the certification status of potential new users by matching email addresses. Since the data system must function at a higher level of security than the training website, the interface will be unidirectional—in other words the data system can access information from the training site but the reverse will not be possible.

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SECURITY AND INFRASTRUCTURE

**1. SECURITY**

RCR shall ensure that State required or better levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. RCR shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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TESTING SERVICES

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

**1. TESTING AND ACCEPTANCE**

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

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

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

In addition, RCR 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. RCR shall also correct Deficiencies and support required re-testing.

**1.1. Test Planning and Preparation**

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

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

The State will commence its testing within fifteen (15) business days of receiving Certification from RCR that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from RCR's development environment. RCR must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

**1.2. Unit Testing**

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

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

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

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

**1.3. System Integration Testing**

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

Thorough end-to-end testing shall be performed by the RCR Team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

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

**1.5. Installation Testing**

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

**1.6. User Acceptance Testing (UAT)**

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

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

The State shall be presented with all testing results, as well as written Certification that RCR 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 RCR that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

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

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

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

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

**1.7. Performance Tuning and Stress Testing**

Due to the SAAS nature of this contract, no State resources will be involved in Performance Tuning Stress Testing. RCR shall provide all results and metrics of all Performance Tuning's Stress Testing to the State within five (5) business days of completion of said tests.

**1.7.1 Scope**

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system 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. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

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

RCR must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts that accurately reflect business load and coordinating reporting of results.

**1.7.2 Test Types**

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

**1.7.2.1. Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. 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 will skew the results collected to date. All effort will 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 will force a decision to be made whether baseline results need to be recreated.

**1.7.2.2. Load Tests:** Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

**1.7.3. Tuning**

Tuning will 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.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing effort. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the Team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the Team feels that the systems are running at or near optimum performance.

**1.7.4. Implementing Performance and Stress Test**

Performance and Stress test tools used will be the responsibility of RCR. . . Any and all licensing costs will be borne by RCR. RCR may use an open source product with the approval of State, Department of Information Technology Team. .

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**1.7.5. Scheduling Performance and Stress Testing**

RCR 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 will become the foundation for scripting so that tests closely represent what loads in production will look like.

RCR 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.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Post test reporting and result assessment will be scheduled following each test. The Team will compare these results to the baseline and required results 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 defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to

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in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

**1.8. Regression Testing**

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

1.8.1. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

1.8.2. RCR shall notify the State no later than five (5) business days from the RCR's receipt of written notice of the test failure when RCR expects the corrections to be completed and ready for retesting by the State. RCR will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

1.8.3. When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by RCR based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1.8.3.1. validate that the change/update has been properly incorporated into the program; and

1.8.3.2. validate that there has been no unintended change to the other portions of the program.

1.8.4. RCR will be expected to:

1.8.4.1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;

1.8.4.2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and

1.8.4.3. Manage the entire cyclic process.

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

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

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**1.9. Security Review and Testing**

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include 3<sup>rd</sup> party Penetration Tests (pen test) or code analysis and Review. RCR shall share the results of all tests with the State.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege 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	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Prior to the System being moved into production RCR shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

**1.10. Successful UAT Completion**

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

**1.11. System Acceptance**

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

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**1. SYSTEM MAINTENANCE**

RCR shall maintain and support the System in all material respects as described in the applicable program Documentation for .five (5) years of maintenance after delivery and the Warranty Period of the term of the contract.

**1.1 RCR's Responsibility**

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

**1.1.1 Maintenance and Enhancement Releases**

RCR 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.

**2. SYSTEM SUPPORT**

**2.1. RCR's Responsibility**

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

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

**2.1.1. Class A Deficiencies** - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support with remote diagnostic Services, within four (4) business hours of a request;

**2.1.4. Class B & C Deficiencies** - The State shall notify RCR of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

**3. SUPPORT OBLIGATIONS AND TERM**

**3.1.** RCR shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

**3.2.** RCR shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

**3.3.** For all maintenance Services calls, RCR shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

**3.4** RCR 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

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Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

3.5. If RCR fails to correct a Deficiency within the allotted period of time stated above, RCR shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return RCR's product and receive a refund for all amounts paid to RCR, including but not limited to, applicable license fees, within ninety (90) days of notification to RCR of the State's refund request

3.6. If RCR fails to correct a Deficiency within the allotted period of time Stated above, RCR shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2.

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Contractor Responses to Exhibit D in the RFP.

**Table C-2 General System Requirements -Vendor Response Checklist**

GENERAL REQUIREMENTS					
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.		M	Y	RCR will participate in the initial kick-off meeting to initiate the Project.
G-2	Vendor shall provide Project Staff as specified in the RFP.		M	Y	RCR will provide Project Staff as specified in the RFP.
G-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 weekly		M	Y	RCR will provide a detailed Work Plan in MS Project schedule. The Work Plan will be updated on a weekly basis for the weekly Project status meetings.
G-4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.		M	Y	RCR will provide weekly status reports.
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. (WORD format)		M	Y	RCR will provide all technical & system documentation, Project schedules, Work Plans, status reports and correspondence in MS WORD format.
G-6	Vendor will complete training to ensure the State users are sufficiently knowledgeable of the new System to employ it to good effect and, if necessary, to take over maintenance and operating responsibility.		M	Y	RCR will provide training to State users pursuant to this requirement.
TECHNICAL REQUIREMENTS					
T-1	Web-based compatible and in conformance with the following W3C standards: XHTML 1.0 CSS 2.1 XML 1.0 (fourth edition)		O	M	CANVaS currently does not meet these specifications. CANVaS will meet this specification in its next release.
T-2	GUI Interface Technologies		M	Y	GUI Interface Technologies are included in the COTS solution.
T-3	Accessible via standard operating systems (Windows XP etc. based on defined system users)	Windows 7	M	Y	RCR's COTS solution is accessible via all current Windows standard operating systems.

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T-4	Compatible with Internet Explorer 7.0 or greater and industry Standard browsers used by the system users	M	Y	RCR's COTS solution is compatible with industry standard browsers.
T-5	Appropriate Secure Sockets Layer (SSL) or other secure transport mechanism to encrypt protected data in a way that complies with HIPAA regulations.	M	Y	SSL is included in the COTS solution.
T-6	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. (HB418)	M	Y	RCR's COTS solution complies with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats. (HB418).
T-7	The State will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary software.	M	Y	RCR's philosophy is to always design systems in a SOA architecture.
<b>SECURITY REQUIREMENTS</b>				
S-1	Verify the identity or authenticate all of the System client applications before allowing use of the System to prevent access to inappropriate or confidential data or services.	M	Y	Verification of identity and authentication of all system client applications are included in the COTS solution with minor customization.
S-2	Verify the identity or 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	Y	Authentication of all users is included in the COTS solution.
S-3	Enforce unique user names.	M	Y	RCR's solution enforces unique user names via the administrative functions at the locality level.
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	Y	Complex passwords are included in the COTS solution with minor customization.
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Y	Complex passwords are included in the COTS solution with minor customization.
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	Encrypted passwords in transmission and at rest are included in the COTS solution.
S-7	Expire passwords after 90 days	M	Y	Expiration of passwords after 90 days

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				is included in COTS solution.
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Y	Only authorized users have access in the COTS solution.
S-9	Provide ability to limit the number of people that can grant or change authorizations.	M	Y	The State defined system administrator has the ability to limit the number of people that can grant or change authorizations in the COTS solution.
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	Enforcement of session timeouts is included in the COTS solution with minor customization.
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ). The results of these tests will be submitted to DoIT for review and approval.	M	Y	RCR's COTS solution will be configured to meet these requirements.
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	Authentication of credentials or sensitive data is not stored in the COTS solution.
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y	RCR's COTS solution audits all attempted accesses that fail or succeed identification, authentication, and authorization requirements.
S-14	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 twelve months.	M	Y	RCR's application keeps logs of activities but not all activities are tracked. With minor customization, more detailed tracking is available to meet customer needs.
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	Users must explicitly terminate a session and no remnants of the session remain in the COTS solution with minor customization.
S-16	Use only the Software and System Services designed for use.	M	Y	
S-17	The application Data shall be protected from unauthorized use when at rest.	M	Y	

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S-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	Sensitive and confidential Data are protected from unauthorized individuals and programs in the COTS solution.
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Y	Subsequent application enhancements or upgrades will not remove or degrade security requirements in the COTS solution.
S-20	Create change management documentation and procedures.	M	Y	The RCR Project Manager will be responsible for change management documentation and procedures. RCR has a defined methodology.
S-21	The transmission and storage of data for the purposes of administering the CANS and ANSA and reviewing and generating data for reports must be conducted in a way that complies with applicable HIPAA regulations.	M	Y	RCR's COTS solution is HIPAA compliant.
<b>HOSTING REQUIREMENTS OPERATIONS</b>				
H-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. State access will be via Internet Browser	M	Y	RCR will maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.
H-1.a	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	Y	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.
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.00GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption. The State will be responsible for equipment, labor, and/or services necessary to set-up and maintain the internet connectivity at the State.	M	Y	RCR's system will support multiple client configurations including; Pentium 4, 630/3.00GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.

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H-2.a	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	Y	RCR will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor.
H-3	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	Y	RCR will provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.
H-4	Data Center Air Conditioning - used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	O	Y	Data Center Air Conditioning - will be provided to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55 percent, with maximum dew point of 62 °F.	O	Y	Data Center humidity will be controlled with non-condensing and be maintained between 40-55 percent with a maximum dew point of 62 °F.
H-6	Data Center Backup Power - uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y	Data Center will provide backup power - uninterruptible power with backup generators to sustain computer systems and associated components.
H-7	Data Center Generator - shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Y	Data Center Generators will be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.
H-8	Data Center Floor - A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	M	The Data Center space is engineered in an alternative manner that

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					does not utilize a raised floor environment. Air handlers are placed directly on the Data Center floor based upon current equipment density and conditions. Power and miscellaneous cabling is handled through elevated cable ladders.
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.		M	M	The Data Center achieves fire suppression in an alternative industry-standard manner. Double-interlocking pre-action dry pipe is used to target and eliminate specific fire events should they occur.
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.		M	Y	The Data Center will be physically secured with restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access will be in place and followed. Access will be granted only to those with a need to perform tasks in the Data Center.
H-11	Vendor must monitor the application and all servers.		M	Y	RCR will monitor the application and all servers.
H-12	Vendor shall manage the databases and services on all servers located at the Vendor's facility.		M	Y	RCR will manage the databases and services on all servers located at the Vendor's facility.
H-13	Vendor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.		M	Y	RCR will install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.
H-14	Vendor shall monitor System, security, and application logs.		M	Y	RCR will monitor System, security, and application logs.
H-15	Vendor shall manage the sharing of data resources.		M	Y	RCR will manage the sharing of data resources.

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H-16	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y	RCR will manage daily backups, off-site data storage, and restore operations.
H-17	The Vendor shall monitor physical hardware.	M	Y	RCR will monitor physical hardware.
H-18	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Y	RCR will immediately report any breach in security to the State of New Hampshire.
<b>HOSTING REQUIREMENTS - DISASTER RECOVERY</b>				
H-19	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y	RCR will conform to disaster recovery procedures of the State of New Hampshire.
H-20	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	Y	RCR will have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Y	RCR's disaster recovery plan will identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.
H-22	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y	RCR will adhere to a defined and documented back-up schedule and procedure.
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y	RCR will maintain back-up copies of data for the purpose of facilitating the restoration of the data in the event of data loss or system failure.
H-24	Scheduled backups of all servers must be completed on a daily basis.	M	Y	RCR will have scheduled daily

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					backups of all servers.
H-25	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y		RCR will maintain a minimum acceptable backup frequency of differential backup daily, and complete backup weekly.
H-26	Back-up media must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y		RCR will maintain back-up media that will be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.
H-27	If State data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.	M	Y		RCR will encrypt personally identifiable data in the operation environment and on backup tapes.
H-28	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 business needs.	M	Y		RCR will maintain data recovery back to the last backup to recover State data and employ the use of database logs and backup media.
<b>HOSTING REQUIREMENTS: NETWORK ARCHITECTURE</b>					
H-29	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y		RCR will operate hosting services on a network offering adequate performance of 99.9% uptime to meet the business requirements for the State application.
H-30	The Vendor shall provide network redundancy deemed adequate by the State through review and approval by DoIT, 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	Y		RCR will provide network redundancy deemed adequate by the State through review and approval by DoIT, with the assurance of redundant connections provided by multiple Internet Vendors. The failure of one Internet connection will not interrupt access to the State application.
H-31	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	Y		RCR will provide Internet service with multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.

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H-32	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Y	RCR will maintain a network architecture that will include redundancy of routers and switches in the Data Center.
H-33	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	Y	RCR will provide secure remote access customized to meet the State's business application needs.
<b>HOSTING REQUIREMENTS SECURITY</b>				
H-34	The Vendor shall employ security measures consistent with industry standard best practices to ensure that the State's application and data is protected.	M	Y	RCR will adhere to all industry standard best practices to ensure data security.
H-35	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	RCR will ensure data traffic between servers is secure.
H-36	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	Y	RCR will comply with these requirements.
H-37	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. The vendor will provide an overview that will be presented to the State's Department of Information Technology. 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	Y	RCR's COTS solution will be configured to meet these requirements.
H-38	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Y	RCR's plan includes a robust UAT process with heavy State involvement. RCR is not aware of a New Hampshire IV&V vendor for this Project but will work with one at the State's request.
H-39	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	Y	RCR will notify the State's Project Manager of any security breaches within two (2) hours of the time that it learns of their occurrence.
H-40	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	Y	RCR will ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the RCR's hosting infrastructure and/or the

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					application.
H-41	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.		M	Y	RCR operates our sites under HIPAA rules and also carries liability coverage in case of any breach was to occur. RCR has never been associated with any breach on any previous Projects.
H-42	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	Y	RCR agrees to authorize the State to perform scheduled and random security audits, including vulnerability assessments, of RCR's hosting infrastructure and/or the application upon request.
H-43	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.		M	Y	RCR will provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of RCR's website hosting facility: power conditioning; HVAC; UPS; generator will be acceptable to the State.
	<b>HOSTING REQUIREMENTS SERVICE LEVEL AGREEMENT</b>				
H-44	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	Y	RCR will support and maintain the System that will commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
H-45	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.		M	Y	RCR will maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
H-46	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms,		M	Y	RCR will repair or replace the hardware or

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	and requirements of the Contract.				Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
H-47	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00 am to 4:00 pm- Monday thru Friday EST.	M	Y		RCR will provide unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:00pm - Monday thru Friday EST.
H-48	The Vendor response time for support shall conform to the specific deficiency class as described in Section 1.1.2 Vendor Responsibility.	M			RCR's response time will conform to the specific deficiency class as described in Section 1.1.2 Vendor Responsibility.
H-49	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	Y		RCR's hosting server for the State will be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
H-50	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y		RCR has a methodology that includes the helpdesk for reporting and defect log for tracking. RCR plans to give regular reporting on the performance of the hosted system to the State.
H-51	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	Y		RCR shall identify scheduled maintenance windows to the State.
H-52	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	Y		RCR will provide two business days notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
H-53	The Vendor shall guarantee 99.9 percent uptime, exclusive of the regularly scheduled maintenance window	M	Y		RCR will guarantee 99.9 percent uptime, exclusive of the regularly scheduled maintenance window.
H-54	If The Vendor is unable to meet the 99.9 percent uptime requirement,	M	Y		RCR agrees if it is

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	The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.			unable to meet the 99.9 percent uptime requirement, it will credit the State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.
H-55	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	RCR will use a change management policy for notification and tracking of change requests as well as critical outages.
H-56	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	Y	RCR agrees with this definition. RCR's proposed defect tracking system will identify these types of outages as such.
H-57	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 thirty (30) days of release by their respective manufacturers.	M	Y	RCR's hosting infrastructure will be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within thirty (30) days of release by their respective manufacturers.
H-58	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	Y	RCR will maintain repair and maintenance records for the State on a quarterly basis.
H-59	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Y	RCR will provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.
H-60	The vendor will ensure sub-second response time at a server level	M	Y	RCR will ensure sub-second response time at a server level.

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RCR's Project Manager and the State Project Manager shall finalize the Work Plan within 10 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 RCR's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of RCR and State Project Managers.

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

In conjunction with RCR's Project Management methodology, which shall be used to manage the Project's life cycle, the RCR Team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a Payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and RCR Team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with RCR's Work Plan and shall utilize BHAS to support the ongoing management of the Project.

**1. ASSUMPTIONS (ADD TO/CHANGE THIS AS APPROPRIATE)**

**1.1. General**

1.1.1. The State shall provide Team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.

1.1.2. All State tasks must be performed in accordance with the revised Work Plan.

1.1.3. 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.

1.1.4. Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

1.1.5. RCR shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

**1.2. Logistics**

1.2.1. The RCR Team shall perform this Project at State facilities at no cost to RCR.

1.2.2. The RCR Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.

1.2.3. The RCR Team shall honor all holidays observed by RCR or the State, although with permission, may choose to work on holidays and weekends.

**1.3. Project Management**

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

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1.3.2. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

1.3.3. A Project folder created within the State eStudio system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which Team members have access to the Project folder and granting either view or read/write privileges. The State Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State Team. Version control of all Documentation is expected and shall be loaded to the State document management system.

**1.4. Project Schedule**

1.6.1. Deployment is planned to begin on or around May 30, 2013 with a planned go-live date on or around September 1, 2013.

**1.5. Reporting**

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

**1.6. User Training and Change Management**

1.6.1 Training is more fully described in Exhibit E: Implementation Services.

1.6.2 The State Project Manager and the RCR Project Manager in conjunction with the State DoIT Staff will ensure formal, written approval of all changes prior to the changes taking place are approved and communicated. No verbal authorization shall allow RCR to begin working on a change before the formal process is fully analyzed, documented and approved in writing.

**1.9. Performance and Security Testing**

1.9.1. The RCR 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.

1.9.2. The State shall work with RCR on performance testing as set forth in Contract Exhibit F - *Testing Services*.

**2. ROLES AND RESPONSIBILITIES**

**2.1. RCR Team Roles and Responsibilities**

**2.1.1. RCR Team Project Executive**

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

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**2.1.2. RCR Team Project Manager**

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

- 2.1.2.1. Maintain communications with the State's Project Manager;
- 2.1.2.2. Work with the State in planning and conducting a kick-off meeting;
- 2.1.2.3. Create and maintain the Work Plan;
- 2.1.2.4. Assign RCR Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- 2.1.2.5. Define roles and responsibilities of all RCR Team members;
- 2.1.2.6. Provide bi-weekly and month update progress reports to the State Project Manager;
- 2.1.2.7. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- 2.1.2.8. Review task progress for time, quality, and accuracy in order to achieve progress;
- 2.1.2.9. 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;
- 2.1.2.10. Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- 2.1.2.11. Inform the State Project Manager and staff of any urgent issues if and when they arise;
- 2.1.2.12. Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

**2.1.3. RCR Team Analysis**

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

- 2.1.3.1. Construct and confirm application test case scenarios;
- 2.1.3.2. Produce application configuration definitions and configure the applications;
- 2.1.3.3. Conduct testing of the configured application;
- 2.1.3.4. Produce functional Specifications for extensions, conversions, and interfaces;

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- 2.1.3.5. Assist the State in the testing of extensions, conversions, and interfaces;
- 2.1.3.6. Assist the State in execution of the State's Acceptance Test;
- 2.1.3.7. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- 2.1.3.8. Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- 2.1.3.9. Assist with the transition to production.

**2.1.4. RCR Team Tasks**

The RCR Team shall assume the following tasks:

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

**2.2. State Roles and Responsibilities**

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

**2.2.1. State Project Manager**

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

- 2.2.1.1. Plan and conduct a kick-off meeting with assistance from the RCR Team;
- 2.2.1.2. Assist the RCR Project Manager in the development of a detailed Work Plan;
- 2.2.1.3. Identify and secure the State Project Team members in accordance with the Work Plan;

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2.2.1.4. Define roles and responsibilities of all State Project Team members assigned to the Project;

2.2.1.5. 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;

2.2.1.6. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;

2.2.1.7. Inform the RCR Project Manager of any urgent issues if and when they arise; and

2.2.1.8. Assist the RCR Team staff to obtain requested information if and when required to perform certain Project tasks.

**2.2.2. State Subject Matter Expert(s) (SME)**

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

2.2.2.1. Be the key user and contact for their Agency or Department;

2.2.2.2. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;

2.2.2.3. Assist in validating and documenting user requirements, as needed;

2.2.2.4. Assist in mapping business requirements;

2.2.2.5. Assist in constructing test scripts and data;

2.2.2.6. Assist in system, integration, and Acceptance Testing;

2.2.2.7. Assist in performing conversion and integration testing and data verification;

2.2.2.8. Attend Project meetings when requested; and

2.2.2.9. Assist in training end users in the use of the RCR Software Solution and the business processes the application supports.

**2.2.3. State Testing Administrator**

The State's Testing Administrator will assist with RCR testing efforts. Responsibilities include:

2.2.3.1. Assist RCR in coordinating the development of system, integration, performance, and Acceptance Test plans;

2.2.3.2. Assist RCR in coordinating system, integration, performance, and Acceptance Tests;

2.2.3.3. Assist RCR in chairing test review meetings;

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- 2.23.4. Assist RCR in coordinating the State's Team and external third parties involvement in testing;
- 2.2.3.5. Assist RCR in ensuring that proposed process changes are considered by process owners;
- 2.2.3.6. Assist RCR in establishing priorities of Deficiencies requiring resolution; and
- 2.2.3.7. Assist RCR in tracking Deficiencies through resolution.

**3. INTERFACES**

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

**Table 3.1: In-Scope Interfaces**

- Community Mental Health Centers ↔ Web-based Training and Certification System
- Web-based Training and Certification System ↔ BHAS System
- Community Mental Health Centers ↔ BHAS System
- Department of Health and Human Services ↔ Web-based Training and Certification System
- Department of Health and Human Services ↔ BHAS System

Responsibility for developing interfacing is the Vendor:

Intent for all parties to upload and download from BHAS System and Web based Training and Certification System.

**3.1. Interface Responsibilities**

3.1.1. The RCR Team shall provide the State RCR Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The RCR Team shall identify the APIs the State should use in the design and development of the interface.

3.1.2. The RCR Team shall lead the State with the mapping of legacy data to the RCR Applications.

3.1.3. The RCR Team shall lead the review of functional and technical interface Specifications.

3.1.4. The RCR Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.

3.1.5. The RCR Team shall document the functional and technical Specifications for the interfaces.

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3.1.6. The RCR Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.

3.1.7. The RCR Team shall develop and Unit Test the interface.

3.1.8. The State and the RCR Team shall jointly verify and validate the accuracy and completeness of the interface.

3.1.9. The State shall document the technical changes needed to legacy systems to accommodate the interface.

3.1.10. The State shall develop and test all legacy application changes needed to accommodate the interface.

3.1.11. The State and the RCR Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.

3.1.12. The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.

The State is responsible for documenting the procedures required to run the interfaces in production.

The State is responsible for the scheduling of interface operation in production.

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**4. PRELIMINARY WORK PLAN**

The RCR Project Manager will use Microsoft Project to manage the NH 2.0 Project. Artifacts that will be used throughout the Project including: Risk Management Plan, Issues Log, Communications Plan, Change Control Plan, Project Status Report, Meeting Templates and Lessons Learned Plan.

The following Table 4.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table 4.1: High Level Preliminary NH Project Plan**

ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names
1	New Hampshire BHAS 2.0 Project	52 days	Sat 12/1/12	Mon 2/11/13		
2	Project Initiation Phase	8.5 days	Sat 12/1/12	Wed 12/12/12		
3	Move BHAS 1.4 to Hosted Environment	2 days	Sat 12/1/12	Mon 12/3/12		Keith
4	Project Kickoff Meeting	1 day	Sat 12/1/12	Sat 12/1/12		Jerry
5	State of NH and RCR Project Team Review of BHAS 1.4 Functionality	1 day	Mon 12/3/12	Mon 12/3/12	4	Jerry, Keith, NH PM
6	Review all NH BHAS 2.0 Requirements	1 day	Tue 12/4/12	Tue 12/4/12	5	Jerry, NH PM, Key Project Team
7	Gain Approval from Project Governance Board (PGB) to Move Forward	0.5 days	Wed 12/12/12	Wed 12/12/12	11	Robert, Whitney, Jeff, Jerry
8	Project Initiation Phase Complete	0 days	Wed 12/12/12	Wed 12/12/12	3,4,5,6,7	
9	Description Phase	12.5 days	Wed 12/5/12	Fri 12/21/12		
10	Create BHAS 1.4 to BHAS 2.0 (NH) GAP Analysis Deliverables	4 days	Wed 12/5/12	Mon 12/10/12	6	Jerry, Keith, Key Project Team Members, NH PM, NH SME 2
11	Update Project Plan for GAP Analysis Deliverables (GADs)	1 day	Tue 12/11/12	Tue 12/11/12	10	Jerry
12	User Interface Specification(s)	3 days	Thu 12/6/12	Mon 12/10/12		Keith, Sathish, NH SME 1
13	Business Use Case(s)	4 days	Tue 12/11/12	Fri 12/14/12	12	Sathish
14	Process Flow Document(s)	2 days	Mon 12/17/12	Tue 12/18/12	13	Keith, Sathish
15	Review technical design and architectural specifications for the solution.	0.5 days	Wed 12/19/12	Wed 12/19/12	14	Keith, Sathish
16	Review documented requirements, functional specifications, business use cases and other supporting documentation.	1 day	Wed 12/19/12	Thu 12/20/12	15	Keith, Sathish, Nupur, Raji
17	Conduct design review meetings with the Business Analysts and Partners in order to clarify and confirm solution	1 day	Thu 12/20/12	Fri 12/21/12	16	Jerry, Keith, NH SME 1, NH SME 2, Sathish
18	Description Phase Complete	0 days	Fri 12/21/12	Fri 12/21/12	12,13,14,1	
19	Construction Phase	23 days	Fri 12/21/12	Wed 2/1/13		

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ID	Task Name	Duration	Start	Finish	Predecessor	Resource Names
20	Conduct meetings to confirm requirements, technical design and architectural specifications to create specific Developer work assignments.	1.5 days	Fri 12/21/12	Mon 12/24/12	18	Jerry,Keith,Nupur,Sathish,Raji
21	Complete software development and check-in the updated code into ClearCase.	14 days	Wed 12/26/12	Mon 1/14/13	20	Nupur
22	Implement database changes and check-in the database scripts into ClearCase.	2 days	Thu 1/10/13	Fri 1/11/13		Sathish
23	Conduct code reviews.	3 days	Mon 1/14/13	Wed 1/16/13	22	Nupur,Willie
24	Complete unit testing of software changes.	3 days	Thu 1/17/13	Mon 1/21/13	23	Nupur
25	Deploy modified code to the DEV environment and distribute Release Notes.	1 day	Tue 1/22/13	Tue 1/22/13	24	Keith
26	Post deliverables and supporting work product documentation to SharePoint.	0.5 days	Wed 1/23/13	Wed 1/23/13	25	Nupur,Raji
27	Develop all Scripts for SIT	5 days	Tue 1/15/13	Mon 1/21/13	21	Raji,Sathish
28	Consultation Phase Complete	0.5 days	Wed 1/23/13	Wed 1/23/13	25	
29	System Integration Testing (SIT) Complete	0.5 days	Wed 1/23/13	Wed 1/23/13	25	
30	Run all SIT Scripts	2 days	Wed 1/23/13	Fri 1/25/13	28	Raji
31	Fix all Defects and Document in ClearQuest	2 days	Thu 1/24/13	Fri 1/25/13		Keith,Nupur,Sathish
32	Develop UAT Scripts	3 days	Mon 1/28/13	Wed 1/30/13	31	Raji,NH QA1,NH QA2,NH QA3
33	Project Team Approves System for UAT	1 day	Thu 1/31/13	Thu 1/31/13	32	Jerry,Keith,NH PM,NH QA1,NH QA2
34	System Integration Testing (SIT) Complete	0.5 days	Wed 1/23/13	Wed 1/23/13	25	
35	UAT Testing	2 days	Sat 1/26/13	Mon 1/28/13		
36	Run all UAT Scripts	5 days	Fri 2/1/13	Thu 2/7/13	34	NH QA1,NH QA2,NH QA3
37	Fix any Defects and Document in ClearQuest	2 days	Fri 2/8/13	Mon 2/11/13	36	Keith,Nupur
38	System Ready for Approval from PGB	1 day	Sat 12/1/12	Sat 12/1/12		Jerry,Keith,Nupur,Sathish
39	UAT Testing Complete	0.5 days	Mon 2/11/13	Mon 2/11/13	36	

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ID	Task Name	Duration	Start	Finish	Predecessor/Resource Names
40	<del>Preced Foundation Tasks</del>	55 days	Sat 12/1/12	Thu 2/14/13	
41	Establish versions of CANS and ANSA to be trained	5 days	Sat 12/1/12	Thu 12/6/12	Dr. Lyons Team
42	Develop Glossary	5 days	Sat 12/1/12	Thu 12/6/12	Dr. Lyons Team
43	Complete filming of video clips for CANS	10 days	Fri 12/7/12	Thu 12/20/12	42 Dr. Lyons Team
44	Complete CANS practice vignettes	10 days	Fri 12/7/12	Thu 12/20/12	42 Dr. Lyons Team
45	Complete video clips for ANSA	10 days	Fri 12/21/12	Thu 1/3/13	43 Dr. Lyons Team
46	Complete CANS test vignettes	10 days	Fri 12/21/12	Thu 1/3/13	44 Dr. Lyons Team
47	Complete ANSA practice vignettes	5 days	Fri 1/4/13	Thu 1/10/13	45 Dr. Lyons Team
48	Complete ANSA test vignettes	5 days	Fri 1/11/13	Thu 1/17/13	47 Dr. Lyons Team
49	Complete installation of CANS items into site	5 days	Fri 1/18/13	Thu 1/24/13	48 Dr. Lyons Team
50	Complete installation of ANSA items into site	5 days	Fri 1/18/13	Thu 1/24/13	48 Dr. Lyons Team
51	Complete installation of CANS vignettes	5 days	Fri 1/25/13	Thu 1/31/13	49 Dr. Lyons Team
52	Complete installation of ANSA vignettes	5 days	Fri 1/25/13	Thu 1/31/13	50 Dr. Lyons Team
53	Complete testing of both CANS and ANSA	10 days	Fri 2/1/13	Thu 2/14/13	52 Dr. Lyons Team
54	<del>Preced Foundation Tasks Complete</del>	0 days	Thu 2/14/13	Thu 2/14/13	

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SOFTWARE LICENSE

**1. DOCUMENTATION COPIES**

RCR shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

**2. RESTRICTIONS**

Except as otherwise permitted under the Contract, the State agrees not to:

- 3.1. Remove or modify any program markings or any notice of RCR's proprietary rights;
- 3.2. 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
- 3.3. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**3. TITLE**

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

**4. VIRUSES**

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

**5. SOFTWARE NON-INFRINGEMENT**

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

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

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

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

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WARRANTY AND WARRANTY SERVICES

**1. WARRANTIES**

**1.1 Services**

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

**1.2. SaaS System**

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

For any breach of the above Support and Maintenance warranty, the State's remedy, and RCR's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if RCR cannot substantially correct such breach in a commercially reasonable manner, the State may terminate this agreement and recover the fees paid to RCR 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 RCR cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to RCR for the Deficient services.

**1.3. Non-Infringement**

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

**1.4 Viruses; Destructive Programming**

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

**1.5 Compatibility**

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

**1.6 Services**

RCR 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.

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**1.7 Personnel**

RCR 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.

**1.8 Breach of Data**

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

**2. WARRANTY SERVICES**

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

Warranty Services shall include, without limitation, the following:

- 2.1. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- 2.2. 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;
- 2.3. RCR shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and seven (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- 2.4. On-site additional Services within four (4) business hours of a request;
- 2.5. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 2.6. For all Warranty Service calls, RCR 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.
- 2.7. RCR must work with the State to identify, document and troubleshoot 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
- 2.8. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by RCR no later than five (5) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event RCR fails to correct a Deficiency within the allotted period of time, the State may, at its option, 1) declare RCR in default, terminate the Contract, in whole or in part, without penalty

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or liability to the State; 2) return RCR's product and receive a full refund for all amounts paid to RCR, including but not limited to, any applicable license fees within (90) days of notification to RCR of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

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

**3. WARRANTY PERIOD**

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and will continue for the duration of the contract period.

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TRAINING SERVICES

Training is more fully described in Exhibit E: Implementation Services.

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EXHIBIT M  
NH DHHS RFP 2013-007 (WITH ADDENDA) INCORPORATED

NH DHHS RFP 2013-007, with all included addenda are included by reference as binding Deliverables to this Contract.

STATE OF NEW HAMPSHIRE  
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES  
BUREAU OF BEHAVIORAL HEALTH (BBH)  
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM  
CONTRACT 2013-007 - PART 3  
EXHIBIT N  
VENDOR PROPOSAL BY REFERENCE

RCR Proposal to the Department of Health and Human Services, Bureau of behavioral Health, dated October 5, 2012, is incorporated herein by reference.

STATE OF NEW HAMPSHIRE  
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES  
BUREAU OF BEHAVIORAL HEALTH (BBH)  
STATE OF NH CANS/ANSA WEB BASED TRAINING AND DATA COLLECTION SYSTEM  
CONTRACT 2013-007 - PART 3  
EXHIBIT O  
CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance
- D. DHHS Standard Exhibits

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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Date: 3/28/13

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

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

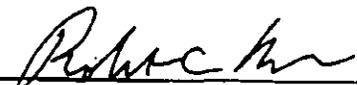
Place of Performance (street address, city, county, state, zip code) (list each location)

251 N. Illinois Street, Suite 1150  
Indianapolis, IN 46204

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

RCR Technology Corp (Contractor Name)	From: 3/28/2013 (Period Covered by this Certification)	To: 12/31/2017
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Robert C. Reed - President and CEO (Name & Title of Authorized Contractor Representative)	
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 (Contractor Representative Signature)	3/28/2013 (Date)
--	---------------------

Contractor Initials: RCR  
 Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 3/28/2013 through 10/31/2017

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-4.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

  
(Contractor Representative Signature)

Robert C. Reed, President and CEO  
(Authorized Contractor Representative Name & Title)

RCR Technology Corp.  
(Contractor Name)

3/28/2013  
(Date)

Contractor Initials:   
Date: 3/28/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials: PR  
 Date: 3/28/13

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

  
 (Contractor Representative Signature)

Robert C. Reed, President and CEO  
 (Authorized Contractor Representative Name & Title)

RCR Technology Corp.  
 (Contractor Name)

3/28/2013  
 (Date)

Contractor Initials:   
 Date: 3/28/13

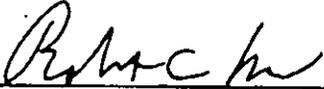
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

  
 (Contractor Representative Signature)

Robert C. Reed, President and CEO  
 (Authorized Contractor Representative Name & Title)

RCR Technology Corp.  
 (Contractor Name)

March 28, 2013  
 (Date)

Contractor Initials:   
 Date: 3/28/13

NH Department of Health and Human Services

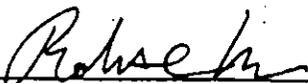
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
 (Contractor Representative Signature)

Robert C. Reed, President and CEO  
 (Authorized Contractor Representative Name & Title)

RCR Technology Corp.  
 (Contractor Name)

March 28, 2013  
 (Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

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

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

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

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

Contractor Initials: PR  
Date: 3/25/13

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

(3) Obligations and Activities of Business Associate.

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

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

**(4) Obligations of Covered Entity**

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

(5) Termination for Cause

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

(6) Miscellaneous

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

Contractor Initials: RR  
Date: 3/28/13

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

**DHHS-DCBCS**

**Bureau of Behavioral Health**

The State Agency Name

**RCR Technology Corp.**

Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

**Erik Riera**

Name of Authorized Representative

**Robert C. Reed**

Name of Authorized Representative

**Bureau Administrator**

Title of Authorized Representative

**President and CEO**

Title of Authorized Representative

**6-20-13**

Date

**3/28/2013**

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

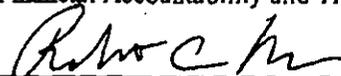
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

	Robert C. Reed, President and CEO
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(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
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RCR Technology Corp.	3/28/2013
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(Contractor Name)	(Date)
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Contractor initials: RCR  
 Date: 3/28/13  
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NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 061069550

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

Contractor initials: OR  
Date: 3/28/13  
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