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STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

May 17, 2021

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Health and Human Services (DHHS), Division of Economic and Housing Stability, to amend a **Sole Source** contract with Konica Minolta Business Solutions, U.S.A., Inc., of Windsor, CT., (Vendor code #177612), by increasing the price limitation by $170,000.00 from $2,236,649 to $2,406,649 and by extending the completion date from June 30, 2021 to June 30, 2022, for the continuation of services for the Enterprise Content Management Solutions, effective upon Governor and Executive Council. The original contract was approved on September 22, 2010, Item #149, and most recently amended with Governor and Executive approval on May 6, 2020 (Item #75).

Funds are anticipated to be available in the following account for State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between state fiscal years within the price limitation through the Budget Office, if needed and justified. 100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 100% Federal Funds.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME-AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	SFY 2022	Total Amount
01-03-03-030010-7695000 – IT for DHHS 038-509038 Agency Application Software	03950174	$170,000	$170,000

EXPLANATION

The original contract was approved on September 22, 2010, Item #149, and subsequently amended on June 15, 2016 (Item #36), June 19, 2019 (Item #125) and May 6, 2020 (Item #75).

This request is **Sole Source** due to insufficient time for DHHS to release a new Request for Proposal due to other COVID 19 related emergencies. Konica has been providing satisfactory services and it is in the best interest of the state to continue because they are most familiar with the system. This will in turn keep costs down. The state will seek a new Request for Proposal for these services prior to the expiration of this proposed amendment.

The Division of Economic and Housing Stability seeks to promote efficiency in business operations by utilizing electronic document imaging with a content management system. The Department generates and receives thousands of documents each month and spends a great deal of time tracking, copying, filing and retrieving documents. During the original contracting period, the documents in one business location were not accessible to staff in other offices. In an effort to streamline operations, the Department sought a solution to electronically scan the documents in existing case folders, along with all new incoming documents. The solution automatically captures and retain images of the NECSES hard copy outputs from the Bureau of Child Support's New England Child Support Enforcement System (NECSES). All electronic documents are stored in a single database that can be securely referenced electronically from any business location. The system provides the following benefits to the Bureau and a reduction in the reliance on paper;

2. Reduction of manually copying documents;
3. Reduction in time spent filing hard copy documents;
4. Provision of greater accessibility to documents and files;
5. Maintenance of version control with an audit trail for documents;
6. Provision of automated document retention management;
7. Provision of a foundation for direct uploading of information into NECSES from documents received;
8. Provision of automated tools for streamlining and optimizing workflows; and
9. Provision of a foundation for further streamlining of business operations.

This extension will allow the current services to continue while the Department of Health and Human Services, with support from Department of Information Technology, conducts the competitive procurement process.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,

Denis Goulet
Commissioner, DOIT

Lori Shibinette
Commissioner, DHHS

DG/jsh/kaf
DoIT #2010-048D
RID: #57991

cc: Michael Williams, DHHS IT Lead
Bruce Smith, DHHS IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 11, 2021

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

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 **sole source** contract amendment with Konica Minolta Business Systems U.S.A., Inc. as described below and referenced as DoIT No. 2010-048D.

> The purpose of this request is to enter into a sole source amendment with Konica Minolta Business Solutions, for continuing services for the Enterprise Content Management Solution. This solution electronically scans and stores documents into a single database that can be referenced electronically from several different locations, as required by the DHHS.
>
> The funding amount for this amendment is $170,000, increasing the current contract amount from $2,236,649 to $2,406,649, and extending the completion date from June 30, 2021 to June 30, 2022 effective upon Governor and Executive Council approval through June 30, 2022.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT 2010-048D
RID: 57991

cc: Michael Williams, IT Lead, DHHS

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
(DHHS # RFP-2010-DCSS-01-ENTER)
CONTRACT AMENDMENT #4

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP # 2010-048, on September 22, 2010, Item # 149, and amended on June 15, 2016 (Item #36) and June 19, 2019 (Item #125) and May 6, 2020 (Item #75) (herein after referred to as the "Agreement"), Konica Minolta Business Solutions U.S.A., Inc. (hereinafter referred to as "Contractor" or "Konica Minolta") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein; and

WHEREAS, pursuant to the Agreement Subsection 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council; and

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

WHEREAS, the Department wishes to continue receiving document management services from the Contractor; and

WHEREAS, the Contractor agrees to provide document management services to the Department; and

WHEREAS, the Department and the Contractor wish to extend the completion date from June 30, 2021 to June 30, 2022; and

WHEREAS, the Department and the Contractor wish to increase the Contract price by $170,000 to increase the total contract price from $2,236,649 to $2,406,649; and

WHEREAS, the Department and the Contractor seek to clarify the Agreement; and

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

The Agreement is hereby amended as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
   June 30, 2021 to June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $2,406,649.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #3

Table 1

<table>
<tr><td>Contract #2010-048

Statement of Work Section Number</td><td>AMENDED TEXT</td></tr>
<tr><td>Section 13, General Provisions, Subsection 13.6, Dispute Resolution</td><td>Delete Dispute Resolution Responsibility and Schedule Table and replace with:
<table>
<tr><th>LEVEL</th><th>THE VENDOR</th><th>THE STATE</th><th>CUMULATIVE ALLOTTED TIME</th></tr>
<tr><td>Primary</td><td>Keith Erban, Vendor PM</td><td>Laura Bartlett State Contract Manager</td><td>5 Business Days</td></tr>
<tr><td>First</td><td>William Mayorga Sr. Account Manager</td><td>Richard Ward, Information Technology Manager</td><td>10 Business Days</td></tr>
<tr><td>Second</td><td>Kenneth T Hubbard Jr National Sales Manager</td><td>Karen Hebert, Bureau Director</td><td>15 Business Days</td></tr>
<tr><td>Third</td><td>Kenneth T Hubbard Jr National Sales Manager</td><td>Lori Shibinette DHHS Commissioner</td><td>20 Business Days</td></tr>
<tr><td>Fourth</td><td>Kenneth T Hubbard Jr National Sales Manager</td><td>Denis Goulet Commissioner CIO/DoIT</td><td>15 Business Days</td></tr>
</table></td></tr>
<tr><td>Contract # 2010-048 Exhibit B Section Number I. DELIVERABLE PAYMENT SCHEDULE</td><td>AMENDED TEXT</td></tr>
<tr><td>Table 2-Detailed License Deliverables and Pricing</td><td>Table 2, Detailed License Deliverables and Pricing, identifies the professional services component of the contract.
<table>
<tr><th colspan="2">Table 2- Detailed License Deliverables and Pricing</th></tr>
<tr><th>Description</th><th>Cost</th></tr>
<tr><td>Professional Services Installation, Configuration, Tuning, Training and Warranty Support</td><td>$170,000</td></tr>
</table></td></tr>
</table>

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #3

	The State may purchase any additional licenses of the Software Solution at this Contract discount rate, for a period of one (1) year from the Contract effective date.

Table 2 CONTRACT HISTORY 2010-048 - ENTERPRISE CONTENT MANAGEMENT SOLUTION

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2010-048	Original Contract	September 22, 2010 Item # 149	June 30, 2016	$1,386,649
2010-048 Amendment 1	1st Amendment	June 15, 2016 Item #36	June 30, 2019	$510,000
2010-048 Amendment 2	2nd Amendment	June 19, 2019 Item #125	June 30, 2020	$170,000
2010-048 Amendment 3	3rd Amendment	May 6, 2020 Item #75	June 30, 2021	$170,000
2010-048 Amendment 4	4th Amendment	Upon G&C Approval	June 30, 2022	$170,000
	CONTRACT TOTAL			$2,406,649

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #3

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

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

DocuSigned by:
Salvatore Errigo
5F26BCD97B1B4B0...
Konica Minolta Business Solutions U.S.A., Inc.
Salvatore Errigo
COO

Date: 4/13/2021

State of New Hampshire

Denis Goulet, Commissioner
New Hampshire Department of Information Technology

Date: 5/11/21

DocuSigned by:
Lori A. Weaver
1C1A0209412547...
New Hampshire Department of Health and Human Services
Lori A. Weaver
Deputy Commissioner

Date: 4/14/2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
(DHHS # RFP-2010-DCSS-01-ENTER)
CONTRACT AMENDMENT #4

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

Approved by the Attorney General

/s/ Stacie M. Moeser Date: May 16, 2021
State of New Hampshire, Department of Justice

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

By: _____

Title: _____

Date: _____

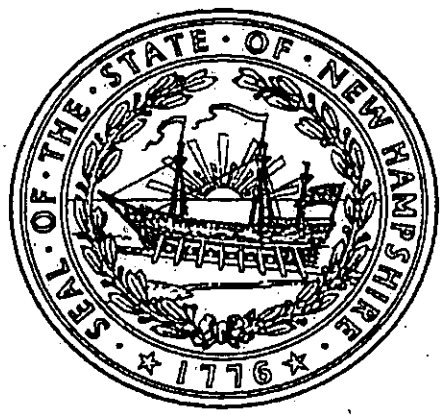
DocuSign Envelope ID: 067BC8B7-4012-4FC5-93CC-2F39A37FE913

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 KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. is a New York Profit Corporation registered to transact business in New Hampshire on June 11, 1999. 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: **316620**
Certificate Number: **0005345952**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of April A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: 067BC8B7-4012-4FC5-93CC-2F39A37FE913

Certificate of Authority # 1 *(Corporation of LLC- Non-specific, open-ended)*

Corporate Resolution

I, Stephen F. Herbes (*Name*), **hereby certify** that I am duly elected Clerk/Secretary of Konica Minolta Business Solutions U.S.A., Inc. (*Name of Corporation or LLC*). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April (*Month*) 1st (*Day*), 20 21 (*Year*) at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Salvatore Errigo/ Chief Operating Officer (*Name and Title*) (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Konica Minolta Business Solutions U.S.A., Inc. (*Name of Corporation or LLC*) with 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: 4/12/2021

ATTEST: (*Name and Title*)
STEPHEN F. HERBES
VP & GENERAL COUNSEL

DocuSign Envelope ID: 067BC8B7-4012-4FC5-93CC-2F39A37FE913

KONICA MINOLTA

SECRETARY'S CERTIFICATE

I, STEPHEN F. HERBES, Secretary of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., a corporation duly organized and existing under the laws of the State of New York (the "Corporation"), do hereby certify that:

(a) the following Resolutions were adopted August 23, 2005 by the unanimous written consent of Board of Directors of the Corporation:

"RESOLVED, that the officers of the Corporation (the "Officers") listed on the attached Exhibit A be and each of such Officers hereby are authorized to execute and deliver documents and take such action by and on behalf of the Corporation in connection with the day to day operation of the Corporation as any of them may, in their sole and absolute discretion, deem necessary and appropriate; and it is

FURTHER RESOLVED, that the Officers may delegate their authority to execute and deliver documents and take action by and on behalf of the Corporation to other employees of the Corporation as any of them may, in their sole and absolute discretion, deem necessary and appropriate."

(b) except as to the names of Officers listed on the August 23, 2005 Resolution's Exhibit A, such Resolutions have not been amended or rescinded and as of the date hereof remain in full force and effect; and

(c) that the persons whose names are set forth below are duly qualified and currently serve as officers of the Corporation in the capacity herein described:

Atsutoshi Banno	President and Chief Executive Officer
John Thielke	Executive Vice President, CFO and Treasurer
Salvatore Errigo	Chief Operating Officer
Terence Dixon	President, Direct Operations
Kazuya Yoneda	Executive Vice President, Strategic Business Planning
William Troxil	Senior Vice President, Strategic Business Development
Kevin Kern	Senior Vice President, DX & Emerging Technology
Stephen F. Herbes	Vice President, General Counsel and Secretary
Myrtha Eugene	Assistant Secretary
Victoria Ringwood	Senior Vice President, Human Resources

DocuSign Envelope ID: 067BC8B7-4012-4FC5-93CC-2F39A37FE913

KONICA MINOLTA

(d) The Board of Directors has authorized Todd Croteau, President, All Covered Division; Brian Bullock, Vice President, Government Sales and Marketing; Brian Cupka, Executive Vice President, Legal; and Kay Fernandez, Senior Vice President, Marketing to sign various documents, including contracts and bid related documents, on behalf of the Company. Cathleen Lilli, Vice President, IT Services and Steve Eckert, VP, SAP Program Management Office may sign documents related to IT and SAP on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 1st day of April 2021.

STEPHEN F. HERBES, SECRETARY
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

(CORPORATE SEAL)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2020

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).

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

CN101223113--AWP-20-21

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sompo America Insurance Company	11126
INSURER B : Continental Insurance Company of New Jersey	35289
INSURER C : Endurance American Insurance Company	10641
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Konica Minolta Business Solutions, U.S.A., Inc.
Attn: Lynne Ransom
500 Day Hill Road
Windsor, CT 06095

COVERAGES CERTIFICATE NUMBER: NYC-009619728-28 REVISION NUMBER: 1

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	
B	COMMERCIAL GENERAL LIABILITY	X		287233832	10/31/2020	10/01/2021	EACH OCCURRENCE	$
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X TECH E&O						MED EXP (Any one person)	$
	X SIR: $250,000						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						LIMIT:	$ 10,000,000
A	AUTOMOBILE LIABILITY	X		ADV40004E0	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			ADV40003D0 (MA)	10/01/2020	10/01/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / ☐ NON-OWNED AUTOS ONLY			Comprehensive Ded: $500			PROPERTY DAMAGE (Per accident)	$
				Collision Ded: $1,000				$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCN40006G0 (WI)	10/01/2020	10/01/2021	X PER STATUTE ☐ OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		JCD40012M0 (AOS)	10/01/2020	10/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WCR40018S0 (NY)	10/01/2020	10/01/2021	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	TECH E&O EXCESS:			PRX10011806703	10/31/2020	10/01/2021	LIMIT:	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire, its officers and employees as their interest may appear are included as additional insured (except for Workers' Compensation) where required by written contract.

CERTIFICATE HOLDER

State of New Hampshire
Division of Information Technology
Attn: Chief Information Officer
27 Hazen Drive
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Brian L. Schneider

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/28/2020

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).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sompo America Insurance Company	11126
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Konica Minolta Business Solutions
U.S.A., Inc.
Attn: Lynne Ransom
500 Day Hill Road
Windsor CT 06095 USA

COVERAGES CERTIFICATE NUMBER: 570084132405 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CPL40210K0	10/01/2020	10/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR	Y		CPU40539N0	10/01/2020	10/01/2021	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

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

State of New Hampshire, its officers and employees as their interest may appear are included as Additional Insured in accordance with the policy provisions of the General Liability and Umbrella Liability policies with respect to Konica Minolta's work and/or operations.

CERTIFICATE HOLDER

State of New Hampshire
Division of Information Technology
Attn: Chief Information Officer
27 Hazen Drive
Concord NH 03301 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570084132405

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

Denis Goulet
Commissioner

March 17, 2020

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) for the benefit of the Department of Health and Human Services (DHHS), Division of Economic & Housing Stability to enter into a **Sole Source** amendment to an existing contract with Konica Minolta Business Solutions, U.S.A., Inc., of Windsor, CT., (Vendor code #177612), for continuation of services for the Enterprise Content Management Solutions by increasing the price limitation by $170,000 from $2,066,649 to $2,236,649, and extending the completion date from June 30, 2020 to June 30, 2021, effective upon Governor and Executive Council approval. The original contract was approved on September 22, 2010, Item #149, and most recently amended with Governor and Executive approval on June 19, 2019 (Item #125).

Funds are anticipated to be available in the following account for State Fiscal Year (SFY) 2021, with the authority to adjust encumbrances between State Fiscal Years within the price limitation through the Budget Office, if needed and justified. 100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 100% Federal Funds.

Funding is available in account: IT for DHHS

Category# - Dept# - Agency # - Bur/Div Fund # - Accounting Unit# - Expenses Class# - Expense Account# - Expense Class Title	**Activity Code**	**SFY 2021**	**Total Amount**
01-03-03-030010-76950000 - 038-509038 Agency Application Software	03950174	$170,000	$170,000

EXPLANATION

As previously stated, the original contract was approved on September 22, 2010, Item #149, and subsequently amended on June 15, 2016 (Item #36), and June 19, 2019 (Item #125).

This contract is **sole source** because Konica Minolta Business Solutions has been successfully providing this Enterprise Content Management Solution to DHHS and has the experience necessary to maintain the system. This request extends the contract for one additional year during which time DHHS plans to develop a new RFP for services to replace or enhance the exiting services. This extension will allow the current services to continue while DHHS, with support from DoIT, conducts the competitive process.

The Division of Economic & Housing Stability was seeking to promote efficiency in their business operations developing a method of electronic document imaging and a content management system. The Department generates and receives thousands of documents each month and spends a great deal of time tracking, copying, filing and retrieving them. Additionally, the documents in one business location were not accessible to staff in other offices. In an effort to streamline operations, the Department sought a solution to electronically scan the documents in existing case folders along with all new incoming documents. Further, the solution will automatically capture and retain images of NECSES hard copy output. All of these electronic documents are then stored in a single database that can be referenced electronically with security from any business location. This system provides the following benefits to the Bureau of Child Support Services case management operations:

1. Reduce reliance on paper;
2. Reduce copying documents;
3. Reduce time spent filing;
4. Provides greater accessibility to documents and files;
5. Maintains version control with an audit trail for documents;
6. Provides for automated document retention management;
7. Provides a foundation for direct uploading of information into NECSES from documents received;
8. Provides automated tools for streamlining and optimizing workflows; and
9. Provides a foundation for further streamlining of business operations.

During the federal fiscal year ending September 30, 2019, the Bureau of Child Support Services served 40,116 children and their families, and the State collected and disbursed over $78.1 million in child support on behalf of these children.

The Enterprise Content Management Solution electronically scans and stores documents into a single database that can be referenced electronically from several different locations, as required by DHHS.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,

Kenneth Sinn FOR

Denis Goulet
Commissioner, DOIT

Lori Shibinette

Lori Shibinette
Commissioner, DHHS

DG/jsh/kaf
DoIT #2010-048C
RID: 46885

cc: Michael Williams, DHHS IT Lead
Bruce Smith, DHHS IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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Denis Goulet
Commissioner

March 9, 2020

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

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 **sole source** contract amendment with Konica Minolta Business Systems U.S.A., Inc. as described below and referenced as DoIT No. 2010-048C.

> The purpose of this request is to enter into a sole source amendment with Konica Minolta Business Solutions, for continuing services for the Enterprise Content Management Solution. This solution electronically scans and stores documents into a single database that can be referenced electronically from several different locations, as required by the DHHS.
>
> The funding amount for this amendment is $170,000, increasing the current contract amount from $2,066,649 to $2,236,649, and extending the completion date from June 30, 2020 to June 30, 2021 effective upon Governor and Executive Council approval through June 30, 2021.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

Kenneth Dean FOR

Denis Goulet

DG/kaf
DoIT 2010-048C
RID: 46885

cc: Michael Williams, IT Lead, DHHS

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
(DHHS # RFP-2010-DCSS-01-ENTER)
CONTRACT AMENDMENT #3

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP # 2010-048, on September 22, 2010, Item # 149, and amended on June 15, 2016 Item #36 and June 19, 2019 Item #125 (herein after referred to as the "Agreement"), Konica Minolta Business Solutions U.S.A., Inc. (hereinafter referred to as "Contractor" or "Konica Minolta") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to continue receiving document management services from the Contractor;

WHEREAS, The Contractor agrees to provide document management services to the Department;

WHEREAS, the Department and the Contractor wish to extend the completion date from June 30, 2020 to June 30, 2021;

WHEREAS, the Department and the Contractor wish to increase the Contract price by $170,000 to increase the total contract price from $2,066,649 to $2,236,649;

WHEREAS, the Department and the Contractor seek to clarify the Agreement;

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

The Agreement is hereby amended as follows:

1. Amend Form P-37, General Provisions, Block 1.7, Completion Date, by extending the Completion Date from June 30, 2020 to June 30, 2021.

2. Amend Form P-37, General Provisions, Block 1.8, Price Limitation, by increasing the Price Limitation by $170,000 from $2,066,649 to $2,236,649.

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

Table 1

Contract #2010-048 Statement of Work Section Number	AMENDED TEXT
Section 1 Contract Documents, Subsection	Amend the contract information to read:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #3

<table>
<tr><td>1.4, Not to Exceed Contract</td><td>This is a Not to Exceed Contract. Notwithstanding any other provision of this contract to the contrary, in no event shall total payments under the Contract exceed the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation.</td></tr>
<tr><td>Section 2, Contract Term, Subsection 2.1, Term</td><td>Amend the contract information to read:

The Contract and all obligations of the parties hereunder shall become effective on September 1, 2010, or the date of approval by the Governor and Executive Council, whichever is later.

The Contract shall begin on the Effective Date and extend through the date specified in Form P-37, General Provisions, Block 1.7, Completion Date.</td></tr>
<tr><td>Section 13, General Provisions, Subsection 13.6, Dispute Resolution</td><td>Delete Dispute Resolution Responsibility and Schedule Table and replace with:
<table>
<tr><th>LEVEL</th><th>THE CONTRACTOR</th><th>THE STATE</th><th>CUMULATIVE ALLOTTED TIME</th></tr>
<tr><td>Primary</td><td>Keith Erban, Contractor PM</td><td>Laura Bartlett State Contract Manager</td><td>5 Business Days</td></tr>
<tr><td>First</td><td>Joel Stark Sr. Solutions Consultant</td><td>Richard Ward, Information Technology Manager</td><td>10 Business Days</td></tr>
<tr><td>Second</td><td>Michael R. Thomas Regional Sales Director, East</td><td>Karen Hebert, Bureau Director</td><td>15 Business Days</td></tr>
<tr><td>Third</td><td>Michael R. Thomas Regional Sales Director, East</td><td>Kerrin Rounds, Acting DHHS Commissioner</td><td>20 Business Days</td></tr>
<tr><td>Fourth</td><td>Michael R. Thomas Regional Sales Director, East</td><td>Denis Goulet Commissioner CIO/DoIT</td><td>15 Business Days</td></tr>
</table></td></tr>
<tr><td>Contract # 2010-048 Exhibit B. Section Number 1. DELIVERABLE PAYMENT SCHEDULE</td><td>AMENDED TEXT</td></tr>
<tr><td>1.1 Not to Exceed</td><td>Amend the first paragraph in Section 1.1 as follows:

This is a Not to Exceed (NTE) Contract totaling the amount specified in Form P-37, General Provisions, Block 1.8, Price Limitation for the period between the Effective Date through the date specified in Form P-37, General Provisions, Block 1.7, Completion Date ("Term"). Konica Minolta shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Konica Minolta to invoice the State each year during the Term for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.</td></tr>
</table>

Table 1-Detailed Hardware & Software Deliverables and Pricing

Add the following chart for the period of 07/01/20 – 06/30/21.

EQUIPMENT COVERED

Description	Item #	Qty	Serial #	Price
Application Enabler (SMA)	AEMPI1	1		$4,243.00
Query API (500 Per Hour)(Core) (SMA)	APMPC0	1		$2,121.00
Query API (additional 500 overhead) (SMA)	APMPO4	13		$22,[illegible]
Enterprise Document Composition (SMA)	EDMPI1	1		$10,609.00
Concurrent Client Qty 1-100 (SMA)	CTMPC1	100		$30,[illegible]
Named User Client (1-100) (SMA)	CTMPN1	6		$742.63
CDM Services (SMA)	DMMPI1	1		$1,000.00
Document Import Processor (SMA)	DPMPW1	1		$1,000.00
Document Retention (SMA)	DRMPI1	1		$2,121.00
Distributed Disk Services (SMA)	DSMPI1	1		$1,000.00
Relim Account Capture Integration (SMA)	IOMPI1	1		$742.63
Lotus Notes E-Mail Integration (SMA)	LMMPI1	1		$1,000.00
Office Business Application (SMA)	OBAMPI1	1		$1,453.27
OnBase Multi-User License (SMA)	OBMPW1	1	HY11538	$1,057.40
Virtual Print Driver (SMA)	PTMPC1	1		$1,000.00
Report Services (SMA)	RPMPI1	1		$1,000.00
Unity Toolkit (SMA)	UMPI1	1		$2,121.00
Workflow Concurrent Client BL (SMA)	WUMPC1	20		$9,336.00
Workflow Concurrent Client BL (SMA)	WUMPC2	30		$11,457.00
Web Server (SMA)	WTMPW1	1		$2,121.00

Pre Tax Total: $106,938.34

Support Includes:

- On-site support done by a trained Support Technician. (Hardware)
- Travel to and from the site of the equipment location. (Hardware)
- Contract customers receive priority over non-contract customers.
- Access to the Konica Minolta support website. (Complete downloads of patches, tech tips, FAQ's, instructions, etc...)
- Preventative maintenance calls during the year at no additional cost. (Hardware)
- One annual invoice reducing your administrative expenses and making budgeting easy.
- Enhanced engineering changes that reduce service time and improve equipment performance are made, where feasible, at no additional cost to you.

Table 2, Detailed License Deliverables and Pricing, identifies the professional services component of the contract.

Table 2- Detailed License Deliverables and Pricing

Description	Cost
Professional Services Installation, Configuration, Tuning, Training and Warranty Support	$63,061.66

The State may purchase any additional licenses of the Software Solution at this Contract discount rate, for a period of one (1) year from the Contract effective date.

2. Total Contract Price

Amend the contract information to read:

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 the amount specified in Form P-37, General Provisions, Block 1.8 Price Limitation ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Konica Minolta for all fees and expenses, of whatever nature, incurred by Konica Minolta 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.

4. The Agreement is further amended as described in Table 2:

Table 2 CONTRACT 2010-048 - ENTERPRISE CONTENT MANAGEMENT SOLUTION

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2010-048	Original Contract	September 22, 2010 Item # 149	June 30, 2016	$1,386,649
2010-048 Amendment 1	1st Amendment	June 15, 2016 Item #36	June 30, 2019	$510,000
2010-048 Amendment 2	2nd Amendment	June 19, 2019 Item #125	June 30, 2020	$170,000
2010-048 Amendment 3	3rd Amendment	Upon G&C Approval	June 30, 2021	$170,000
	CONTRACT TOTAL			$2,236,649

Remainder of page intentionally left blank.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #3

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

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

Konica Minolta Business Solutions U.S.A., Inc.

Date: 2/19/2020

Corporate Signature Notarized:

STATE OF New Jersey

COUNTY OF Bergen

On this the 19th day of February, 2020 before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Notary Public/Justice of the Peace

My Commission Expires: 03/09/2021

(SEAL)

ROGER MARCUS
COMMISSION # 2405360
NOTARY PUBLIC-STATE OF NEW JERSEY
MY COMMISSION EXPIRES
MARCH 09, 2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #3

State of New Hampshire

Denis Goulet, Commissioner
New Hampshire Department of Information Technology

Date: 3/11/2020

Lori A. Shibinette Commissioner
New Hampshire Department of Health and Human Services

Date: 2/25/20

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
(DHHS # RFP-2010-DCSS-01-ENTER)
CONTRACT AMENDMENT #3

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

Approved by the Attorney General

State of New Hampshire, Department of Justice

Date: 4/1/2020

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

By: _____

Title: _____

Date: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2019

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

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

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

CN101223113-AWP-19-20

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sompo America Insurance Company	11126
INSURER B : Continental Insurance Company of New Jersey	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Konica Minolta Business Solutions, U.S.A., Inc.
Attn: Lynne Ransom
500 Day Hill Road
Windsor, CT 06095

COVERAGES CERTIFICATE NUMBER: NYC-010663876-04 REVISION NUMBER: 3

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	
B	COMMERCIAL GENERAL LIABILITY	X		287233832	10/01/2019	10/01/2020	EACH OCCURRENCE	$
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X TECH E&O						MED EXP (Any one person)	$
	X SIR: $250,000						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						LIMIT:	$ 10,000,000
A	AUTOMOBILE LIABILITY	X		ADV40004E0	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			ADV40003D0 (MA)	10/01/2019	10/01/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			Comprehensive Ded: $500			PROPERTY DAMAGE (Per accident)	$
				Collision Ded: $1,000				$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCN40006G0 (WI)	10/01/2019	10/01/2020	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WCR40018S0 (AOS)	10/01/2019	10/01/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES, THE STATE OF NEW HAMPSHIRE, ITS OFFICERS AND EMPLOYEES AS THEIR INTEREST MAY APPEAR ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES
129 PLEASANT STREET
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Brian L. Schneider

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125 43

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

Denis Goulet
Commissioner

June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Health and Human Services (DHHS), Division of Child Support Services (DCSS), to enter into a **sole source contract** amendment with Konica Minolta Business Solutions U.S.A., Inc., of Windsor, CT., (Vendor #177612), by increasing the price limitation by $170,000, from $1,896,649 to $2,066,649, for continuing services for the Enterprise Content Management Solution, and extend the completion date from June 30, 2019 to June 30, 2020, effective upon Governor and Executive Council approval through June 30, 2020. The original contract was approved on September 22, 2010, Item #149 and further amended on June 15, 2016, Item #36.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 100% Federal Funds. Funds are anticipated to be available in State Fiscal Year (SFY) 2020 depending on the availability and continued appropriation of funds.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME - ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	ACTIVITY CODE	SFY20	TOTAL AMOUNT
01-03-03-030010-7695000 – IT for DHHS 038-509038 Agency Application Software	03950174	$170,000	$170,000

EXPLANATION

This contract is **sole source** because Konica Minolta Business Solutions has been successfully providing this Enterprise Content Management Solution to DHHS and has the experience necessary to maintain the system. This request extends the contract for one additional year during which time DHHS plans to develop a new RFP for services to replace or enhance the existing services. This extension will allow the current services to continue while DHHS, with support from DoIT, conducts the competitive process.

The Enterprise Content Management Solution electronically scans and stores documents into a single database that can be referenced electronically from several different locations, as required by the DHHS.

The Department of Information Technology respectfully requests approval of this contract amendment.

Respectfully submitted,

for Denis Goulet

DG/ik
DoIT #2010-048B
RID: #42904

cc: Bruce Smith, DHHS IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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Denis Goulet
Commissioner

June 7, 2019

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract amendment with Konica Minolta Business Systems U.S.A., Inc. as described below and referenced as DoIT No. 2010-048B.

> The purpose of this request is to enter into a sole source amendment with Konica Minolta Business Solutions, for continuing services for the Enterprise Content Management Solution. This solution electronically scans and stores documents into a single database that can be referenced electronically from several different locations, as required by the DHHS.
>
> The funding amount for this amendment is $170,000, increasing the current contract amount from $1,896,649 to $2,066,649, and extending the completion date to June 30, 2020 effective upon Governor and Executive Council approval through June 30, 2020.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

Susanne Currier
for Denis Goulet

DG/ik
DoIT 2010-048B
RID: 42904

cc: Bruce Smith, DHHS

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
(DHHS # RFP-2010-DCSS-01-ENTER)
CONTRACT AMENDMENT #2

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP # 2010-048, on September 22, 2010, Item # 149, and amended on June 15, 2016 Item #36, (herein after referred to as the "Agreement"), Konica Minolta Business Solutions U.S.A., Inc. (hereinafter referred to as "Contractor" or "Konica Minolta") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to continue receiving document management services from the Contractor;

WHEREAS, The Contractor agrees to provide document management services to the Department

WHEREAS, the Department and the Contractor wish to extend the completion date from June 30, 2019 to June 30, 2020;

WHEREAS, the Department and the Contractor wish to increase the Contract price by $170,000 to increase the total contract price from $1,896,649 to $2,066,649;

WHEREAS, the Department and the Contractor seek to clarify the Agreement;

WHEREAS, the Department wishes to add the Department of Health and Human Services (herein referred to as DHHS) as a party to this Agreement;

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

The Agreement is hereby amended as follows:

1. Amend Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

2. Amend Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

3. Amend Form P-37, General Provisions, Block 1.7, Completion Date, by extending the Completion Date from June 30, 2019 to June 30, 2020.

4. Amend Form P-37, General Provisions, Block 1.8, Price Limitation, by increasing the Price Limitation by $170,000 from $1,896,649 to $2,066,649.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #2

Table 1

Contract #2010-048 **Statement of Work Section Number**	**AMENDED TEXT**
Section 1 Contract Documents, Subsection 1.4, Not to Exceed Contract	Amend the contract information to read: This is a Not to Exceed Contract. Notwithstanding any other provision of this contract to the contrary, in no event shall total payments under the Contract exceed $2,066,649.
Section 2, Contract Term, Subsection 2.1, Term	Amend the contract information to read: The Contract and all obligations of the parties hereunder shall become effective on September 1, 2010, or the date of approval by the Governor and Executive Council, whichever is later. The Contract shall begin on the Effective Date and extend through June 30, 2020.
Section 4, Contract Management, Subsection 4.4, State Contract Manager	Amend the contract information to read: Laura Bartlett Bureau of Child Support Services Annex Building 129 Pleasant Street Concord, NH 03301 Tel: (603) 223-4828 Fax: (603) 223-4787 Email: Laura.Bartlett@dhhs.nh.gov
Section 13, General Provisions Subsection 13.6, Dispute Resolution	Delete Dispute Resolution Responsibility and Schedule Table and replace with:

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Keith Erban Contractor PM	Laura Bartlett State Contract Manager	5 Business Days
First	Joel Stark, Sales Contact	Richard Ward, Information Technology Manager	10 Business Days
Second	Michael R. Thomas, Regional Sales Director, East	Karen Hebert, Division Director	15 Business Days
Third	Michael R. Thomas, Regional Sales Director, East	Jeffrey A. Meyers, DHHS Commissioner	20 Business Days

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #2

Section 13, General Provisions Subsection 13.16, Notice	Amend the contract information to read: Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses: TO Konica Minolta: TO STATE: Michael R. Thomas 534 Broadhollow Road Melville, NY 11754 (631) 748-6971 Laura Bartlett 129 Pleasant St. Concord, NH 03301 (603) 271-4828
Contract # 2010-048 Exhibit B Section Number I. DELIVERABLE PAYMENT SCHEDULE	**AMENDED TEXT**
1.1 Not to Exceed	Amend the first paragraph in Section 1.1 as follows: This is a Not to Exceed (NTE) Contract totaling **$2,066,649** for the period between the Effective Date through **June 30, 2020** ("Term"). Konica Minolta shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Konica Minolta to invoice the State each year during the Term for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #2

Table 1-Detailed Hardware & Software Deliverables and Pricing	Add the following chart for the period 7/1/19 – 6/30/20. **EQUIPMENT COVERED** [illegible] *Support Includes:* [illegible]
2. Total Contract Price	Amend the contract information to read:: Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **$2,066,649** ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Konica Minolta for all fees and expenses, of whatever nature, incurred by Konica Minolta in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.
Contract # 2010-048 Exhibit O	**AMENDED TEXT**
	Amend the contract by adding the following to Certificates and Attachments: 14. DHHS Exhibit I, Business Associate Agreement 15. DHHS Exhibit K, DHHS Information Security Requirements

6. The Agreement is further amended as described in Table 2:

Table 2 CONTRACT 2010-048 - ENTERPRISE CONTENT MANAGEMENT SOLUTION

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2010-048	Original Contract	September 22, 2010 Item # 149	June 30, 2016	$1,386,649
2010-048 Amendment 1	1st Amendment	June 15, 2016 Item #36	June 30, 2019	$510,000
2010-048 Amendment 2	2nd Amendment	Upon G&C Approval	June 30, 2020	$170,000
	CONTRACT TOTAL			$2,066,649

Remainder of page intentionally left blank.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #2

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

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

Sam Cyr

Konica Minolta Business Solutions U.S.A., Inc.

Date: 8/28/19

Corporate Signature Notarized:

STATE OF New Jersey

COUNTY OF Bergen

On this the 28 day of June, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Kara M. McMorrow

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

Kara M McMorrow
NJ Notary Public #50033644
Commission Exp: March 3, 2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT #2

State of New Hampshire

Susanne Lentz

for Denis Goulet, Commissioner
New Hampshire Department of Information Technology

Date: 6/7/2019

Jeffrey Meyers

Jeffrey A. Meyers, Commissioner
New Hampshire Department of Health and Human Services

Date: 6/4/19

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
(DHHS # RFP-2010-DCSS-01-ENTER)
CONTRACT AMENDMENT #2

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

Approved by the Attorney General

State of New Hampshire, Department of Justice

Date: 6/6/2014

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

By: _____

Title: _____

Date: _____

36 28 Bonds

STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

April 5, 2016

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

REQUESTED ACTION

1) Authorize the Department of Information Technology (DoIT), for the benefit of the Department of Health and Human Services (DHHS), Division of Child Support Services (DCSS), to enter into an **amendment** with Konica Minolta Business Solutions (Vendor #177612), formerly AMS Imaging, LLC, for continuing services for the Enterprise Content Management Solution, by increasing the contract amount by $510,000.00, from $1,386,649 to a total contract price to $1,896,649. The original contract was approved on September 22, 2010, Item #149 as the result of a competitive bid process that included an option for the Department to renew it for up to three additional years.

2) Further, authorize the Department of Information Technology to amend the contract expiration date from the current end date of June 30, 2016 to June 30, 2019 effective upon approval of Governor and Executive Council through June 30, 2019. .

Funds are available in the following accounts for State Fiscal Year (SFY) 2017 and are anticipated to be available in SFY 2018, and 2019 depending on availability and continued appropriation of funds with authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified. **100% Federal Funds.**

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	JOB #	AMOUNT
2017	010-003-7695-0300 - DoIT- IT for DHHS 038-509038- Agency Application Software	03950174	$170,000.00
2018	010-003-7695-0300 - DoIT- IT for DHHS 038-509038- Agency Application Software	03950174	$170,000.00
2019	010-003-7695-0300 - DoIT- IT for DHHS 038-509038- Agency Application Software	03950174	$170,000.00
		TOTAL	$ 510,000.00

EXPLANATION

The Division of Child Support Services (DCSS) was seeking to promote efficiency in their business operations developing a method of electronic document imaging and a content management system. DCSS generated and received thousands of documents each month and spent a great deal of time tracking, copying, filing and retrieving them. Additionally, the documents in one business location were not accessible to staff in other offices. In an effort to streamline operations, DCSS sought a solution to electronically scan the documents in existing case folders along with all new incoming documents. Further, the solution will automatically capture and retain images of NECSES hard copy output. All of these electronic documents are then stored in a single database that can be referenced electronically with security from any DCSS business location. This system provided the following benefits to DCSS case management operations:

1. Reduced reliance on paper;
2. Reduced copying documents;
3. Reduced time spent filing;
4. Provided greater accessibility to documents and files;
5. Maintained version control with an audit trail for documents;
6. Provided for automated document retention management;
7. Provided a foundation for direct uploading of information into NECSES from documents received;
8, Provided automated tools for streamlining and optimizing workflows; and
9. Provided a foundation for further streamlining of business operations.

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Denis Goulet
Commissioner

DG/mh
DoIT 2010-048A
RID 18391

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 6, 2016

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment as described below and referenced as DoIT No. 2010-048A.

> The purpose of this contract amendment is for continuing services for the Enterprise Content Management solution, by increasing the price limitation from $1,386,649 to $1,896,649, and by extending the completion date from June 30, 2016 to June 30, 2019, effective July 1, 2016 or date of Governor and Council approval through June 30, 2019.
>
> A copy of this letter should accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/mh
DoIT 2010-048A

cc: Richard Ward, DHHS

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT 1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP # 2010-048, on September 22, 2010, Item # 149, (herein after referred to as the "Agreement"), Konica Minolta Business Solutions U.S.A., Inc. (as assignee of AMS Imaging, LLC) (hereinafter referred to as "Contractor" or "Konica Minolta") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Contractor and the Department of Health and Human Services (hereinafter referred to as the "Department") have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to continue receiving document management services from the Contractor;

WHEREAS, the Contractor agrees to provide the document management services to the Department;

WHEREAS, the Department and the Contractor wish to extend the completion date from June 30, 2016 to June 30, 2019;

WHEREAS, the Department and the Contractor wish to increase the Contract price by $510,000, from $1,386,649 to a total contract price to $1,896,649;

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from June 30, 2016 to June 30, 2019.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $510,000 from $1,386,649 to $1,896,649.
3. The Agreement is further amended as described in Table 1:

Table 1

Contract #2010-048	AMENDED TEXT
P-37 1.3	Delete 1.3 Contractor Name AMS Imaging, LLC Replace with Konica Minolta Business Solutions
Statement of Work Section Number	AMENDED TEXT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT 1

4.4 State Contract Manager	Amend the contract information in Section 4.4 as follows: Lori Anderson Division of Child Support Services Annex Building 129 Pleasant Street Concord, NH 03301 Tel: (603) 223-4828 Fax: (603) 223-4787 Email: Lori.Anderson@dhhs.state.nh.us
Contract 2010-048 Exhibit B Section Number	**AMENDED TEXT**
1.1 Not to Exceed	Amend the first paragraph in Section 1.1 as follows: This is a Not to Exceed (NTE) Contract totaling **$1,896,649.00** for the period between the Effective Date through **June 30, 2019** ("Term"). Konica Minolta shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Konica Minolta to invoice the State each year during the Term for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Table 1 - Detailed Hardware & Software Deliverables and Pricing

Add the following chart

Item No	AMT	Description	Unit Price
HYLSDSMPI1	1	Distributed Disk Services (SMA)	$1,000.00
HYLSWTMPW1	1	Web Server (SMA)	$2,000.00
HYLSWLMPC1	20	Workflow Concurrent Client SL (SMA)	$ 440.00
HYLSWLMPC2	30	Workflow Concurrent Client SL (SMA)	$ 360.00
HYLSDMMPI1	1	EDM Services (SMA)	$1,000.00
HYLSDPMPW1	1	Document Import Processor (SMA)	$1,000.00
HYLSDRMPI1	1	Document Retention (SMA)	$2,000.00
HYLSRPMPI1	1	Report Services (SMA)	$1,000.00
HYLSPTMPC1	1	Virtual Print Driver (SMA)	$1,000.00
HYLSAEMPI1	1	Application Enabler (SMA)	$4,000.00
HYLSKXMPI1	1	Kofax Ascent Capture Integration (SMA)	$700.00
HYLSAPMPQ3	1	Query API (500 Per Hour)(Core) (SMA)	$2,000.00
HYLSCTMPN1	5	Named User Client (1-100) (SMA)	$140.00
HYLSCTMPC1	100	Concurrent Client Qty 1-100 (SMA)	$280.00
HYLSAPMPQ4	13	Query API (additional 500 queries/hour) (SMA)	$1,600.00
HYLSOBMPW1	1	OnBase Multi-User License (SMA)	$1,600.00
HYLSBDMPI1	1	Enterprise Document Composition (SMA)	$10,000.00
HYLSUIMPI1	1	Unity Toolkit (SMA)	$2,000.00
HYLSOLIPI1-10	1	Integration for Microsoft Outlook 2010	$1,000.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT 1

			(SMA)		
	HYLSOIMPW1-	100	Office Business App 2010 W (1-100) (SMA)	$10.00	
	HYLSOIMPW2-	50	Office Business App 2010 W (101-200) (SMA)	$8.00	
	hylsei	0	BACKSTOP Emergency OS Host Recovery (SMA)	$600.00	
	HYLSEISMPI1	1	Enterprise Integration Server (EIS) (SMA)	$8,000.00	
			Total:	$108,800.00	

Table 2 a - Detailed License Deliverables and Pricing

Description	Cost
Professional Services Installation, Configuration, Tuning, Training and Warranty Support	$61,200.00

2. Total Contract Price

Amend Section 2 as follows:

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $1,896,649.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Konica Minolta for all fees and expenses, of whatever nature, incurred by Konica Minolta in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. Invoicing

Amend address in Section 3 as follows:
Invoices shall be sent to:
Division of Child Support Services
Attn: Richard Ward
129 Pleasant Street
Concord, NH 03301-3857

Contract # 2010-048 Exhibit C Section Number

AMENDED TEXT

2.3.2 Support Contact Information

Delete table 2.3.2 and replace with the following:

Table 2.3.2 AMS Support Escalation Contact Information

Sequence	Name	Phone Number	Email Address
1st Contact	KMBS ECM Helpdesk	401-738-5111	support.ams@kmbs.konicaminolta.us
2nd Contact	Robert Willis	401-298-1027	rwillis@kmbs.konicaminolta.us

Table 2 CONTRACT 2010-048 - ENTERPRISE CONTENT MANAGEMENT SOLUTION

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2010-048	Original Contract	September 22, 2010 Item # 149	June 30, 2016	$1,386,649.00
2010-048 Amendment 1	1st Amendment	Upon G&C Approval	June 30, 2019	$ 510,000.00

Initial all pages
Vendor Initials SE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AMENDMENT 1

	CONTRACT TOTAL			$1,896,649.00

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

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

Sam Errigo — Date: 3/28/16

Sam Errigo
EVP, Konica Minolta Business Solutions
Konica Minolta Business Solutions, Inc.

Corporate Signature Notarized:
STATE OF: NJ

COUNTY OF: Bergen

On this the 28th day of March, 2016, before me, _____, the undersigned Officer Sam Errigo, personally appeared and acknowledged her/himself to be the EVP, of KMBS, a corporation, and that she/he, as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as EVP.

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

Elaine E. Devun
Notary Public/Justice of the Peace

My Commission Expires: ELAINE E. DEVUN Notary Public of New Jersey I.D. #2359131 Commission Expires 4/26/2017

(SEAL)

State of New Hampshire

Date: 3/30/2016

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

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

Attorney Jeanne M. Gangwisch — Date: 4/12/16
State of New Hampshire, Department of Justice

Initial all pages
Vendor Initials SE

Nicholas A. Toumpas
Commissioner

Mary S. Weatherill
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF CHILD SUPPORT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4745 1-800-852-3345 Ext. 4745
FAX: 603-271-4787 TDD Access: 1-800-735-2964
Automated Voice Response 1-800-371-8844

August 18, 2010

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Child Support Services (DCSS), to enter into an Agreement for an Enterprise Content Management (ECM) solution with AMS Imaging, LLC., 2670 Warwick Avenue Warwick, RI, (Vendor Number 173337-B001), in an amount not to exceed $1,386,649.00, effective September 1, 2010 or date of Governor and Council approval, whichever is later, through June 30, 2016. Funds are available in the following account(s) for SFY 2011 and are anticipated to be available in State Fiscal Years 2012 through 2016, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts, if needed and justified, between State Fiscal Years.

05-95-95-957010-6139 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:COMISSIONER, DIV. OF CHILD SUPPORT SERVICES, NECSES REQUIREMENTS

Fiscal Year	Class/Object	Class Title	Amount
SFY 2011	102-500731	Contracts for Program Services	$744,908.00
		Sub-total:	$744,908.00

05-95-95-957010-6128 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS: COMISSIONER, DIV. OF CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

Fiscal Year	Class/Object	Class Title	Amount
SFY 2011	102-500731	Contracts for Program Services	$224,996.00
SFY 2012	102-500731	Contracts for Program Services	83,349.00
SFY 2013	102-500731	Contracts for Program Services	83,349.00
SFY 2014	102-500731	Contracts for Program Services	83,349.00
SFY 2015	102-500731	Contracts for Program Services	83,349.00
SFY 2016	102-500731	Contracts for Program Services	83,349.00
		Sub-total:	$641,741.00

Total Contract Value $ 1,386,649.00

EXPLANATION

The Division of Child Support Services (DCSS) assists families with children in New Hampshire by offering services that contribute to their stability. These services include: the establishment of paternity orders, the establishment and enforcement of financial and medical orders, the location of non-custodial parents, and the collection and disbursement of Child Support payments. These services are available at a minimal cost to parents. During the last federal fiscal year ending September 30, 2009, the state distributed over $84 million in child support on behalf of approximately 43,800 children. In addition to making payments to families, the Division of Child Support Services, in compliance with Federal Regulations, also disburses a portion of its collections to the State as reimbursement payments made under the Temporary Assistance for Needy Families Program.

DCSS has 36,000 Child Support cases that contain millions of documents and an average of two thousand new documents are filed into case folders every day. Hundreds of file cabinets are required to contain these cases and the information in these cases can only be retrieved manually from a single location for viewing, replication or faxing. In an effort to streamline operations, DCSS sought a solution to electronically scan the documents in existing case folders along with all new incoming documents. In addition, DCSS sought a solution that would automatically capture and retain images of the New England Child Support Enforcement System's (NECSES) hard copy output. All of these electronic documents would then be stored in a single database that can be referenced electronically with security from any DCSS business location. This would provide the following benefits to DCSS case management operations:

1. Reduce reliance on paper;
2. Reduce copying documents;
3. Reduce time spent filing;
4. Provide greater accessibility to documents and files;
5. Maintain version control with an audit trail for documents;
6. Provide for automated document retention management;
7. Provide a foundation for direct uploading of information into NECSES from documents received;
8. Provide automated tools for streamlining and optimizing workflows; and
9. Provide a foundation for further streamlining of business operations.

DCSS relies on NECSES as its principle case management application. NECSES provides certain mission critical IT support for the enforcement of court orders and processing incoming payments (receipts) that must be properly recorded, tracked against obligations, distributed, and disbursed. Because NECSES employs older technology and fails to adequately support many business functions, DCSS in consultation with The Department of Information Technology (DoIT), decided to house its content management solution outside of NECSES and to operate it in conjunction with NECSES. This approach will free the ECM solution from the outdated technology of NECSES as well as provide an independent content management solution that NECSES can grow with as it is enhanced in the future.

On November 19, 2009, RFP 2010-048 was issued seeking a content management solution to be installed for a fixed price plus post implementation services based on unit pricing. Final proposals were due on December 23, 2009. The RFP was developed jointly by DCSS and DoIT specifying five (5) five criteria: 1) one-time imaging services for the backlog of existing paper documents; 2) a product or products that the State could use on an ongoing basis to electronically capture, store and share soft copies of documents; 3) workflow management capabilities; 4) installation and configuration services; and 5) training services.

The RFP contained seventy-nine (79) specific requirements covering thirty-two (32) functional requirements, seventeen (17) technical requirements, seventeen (17) security requirements and thirteen (13) vendor qualifications. Eight (8) vendors submitted proposals in response to the RFP. They were:

All Star Software Systems
440 Smith St.
Middletown, CT 06457

AMS Imaging, LLC.
2670 Warwick Avenue
Warwick, RI 02889

Donnegan Systems, Inc.
102 Otis Street, Ste 1
Northboro, MA 01532

Genisis Imaging
140 South Dearborn Street
Chicago, IL 60603

Image Soft, Inc.
40 Oak Hollow, Suite 120
Southfield, MI 48033

Laserfiche
3545 Long Beach Blvd
Long Beach, CA 90807

Lexmark International, Inc.
51 Sawyer Rd., Suite 110
Waltham, MA 02453

Stellar Services
57 West 38th Street
New York, NY 10018

The proposals were scored by an Evaluation Committee comprised of the following DCSS and DoIT personnel:

Proposal Evaluation Committee		
Evaluator Committee Member	Title	Organization
Sarah Kourian	Administrator II	DCSS
David Maggioncalda	IT Manager	DCSS
Robert Romeril	Senior Project Manager	DoIT
Richard Ward	Business Systems Analyst II	DCSS

The evaluation criteria established in the RFP were: proposed solution, technical expertise and capacity, experience in delivering similar implementations, and cost, however, the cost component was withheld from the committee until after all other factors were examined and scored. The scores in the table below reflected the Committee's evaluation of the overall proposed solution including; post implementation services; the technical expertise and capacity offered; and experience in similar implementations.

Proposal Scores After Initial Phase of Evaluation									
Evaluation Category	Available Points	All Star	AMS	Donnegan	Genisis	ImageSoft	Laserfiche	Lexmark	Stellar
Proposed Solution	500	275	450	150	300	375	200	200	200
Vendor's Technical Expertise and Capacity	100	100	100	35	90	92.5	85	75	85
Vendor's Experience with Similar Implementations	150	50	125	40	100	100	40	50	40
		425.00	675.00	225.00	490.00	567.50	325.00	325.00	325.00

At the conclusion of the initial proposal evaluation phase, five (5) vendors were eliminated from further consideration because they failed to provide a proposal that was responsive to the requirements in the RFP as demonstrated by their receiving the lowest scores from the Evaluation Committee.

The remaining three (3) vendors were then requested to meet individually with the Evaluation Committee so that the Committee could delve more deeply into their proposals. The following table identifies the three (3) remaining vendors, their respective purchase and implementation bid (Initial Offer) and the score earned.

The table does not represent the entire cost of any vendor's Proposal since vendors made different assumptions about the number of licenses needed and DCSS could not at that time identify the total number of pages that would be initially imaged by the vendor. Similarly, maintenance costs for future years were not represented in the initial purchase and implementation figure evaluated at this phase.

Bidder	Initial Offer	Score
1. AMS Imaging, LLC.	$525,092.00	675.0
2. ImageSoft, Inc.	$1,096,052.00	567.5
3. Genesis Imaging	$215,930.00	540.0

The Evaluation Committee determined that the ImageSoft team had both expertise and experience to deliver an acceptable solution but at a very high cost, chiefly because of its personnel costs. The proposal from ImageSoft, Inc. was eliminated from further consideration because the Committee determined that any significant reduction in personnel costs would jeopardize the offered solution. The two remaining vendors were then offered an opportunity to submit their "Best and Final Offers" (BAFO) in which they could delineate aspects of the proposal and refine their pricing so that the State could obtain the best combination of products and services at the best price. During the BAFO, final proposed costs were considered and re-tabulated using the methodology published in the RFP. The scores for the vendors were as follows:

Bidder	Best and Final Offer	Score
1. AMS Imaging, LLC.	$538,963.00	680.0
2. Genesis Imaging	$396,545.00	490.0

The proposal submitted by AMS Imaging, LLC. earned the highest score because it was found to provide the "best value" to the State. Both bids increased at the BAFO phase because both vendors were directed to structure their respective pricing around offering one hundred concurrent user licenses. Formerly vendors assumed different numbers of user licenses for access to the base product and for the workflow functionality. In some instances these licensing levels would not have been adequate to support business operations.

Genesis Imaging failed to satisfy the Committee with respect to its technical expertise assigned to this project. Similarly, Genesis Imaging's offer for imaging of existing paper documents was less specific and did not give the Evaluation Committee confidence that it would perform the task in a timely and thorough manner. Likewise, the project plan submitted by Genesis Imaging for implementation and configuration services did not contain any specifics for project planning and execution that could be compared against the cost figures provided. The Evaluation Committee concluded that this plan did not fit the State's needs because the Bidder underestimated the level of effort required to plan and deliver an acceptable solution making this Proposal too risky for DCSS.

In both its written proposal and during oral interviews, AMS Imaging, LLC. consistently demonstrated a thorough understanding of DCSS' needs and requirements and a project plan in which the State could have

confidence. Further, the AMS Imaging, LLC. resources assigned to the implementation team have a track record of performing similar work in other states including a Child Support implementation in Rhode Island. Finally, AMS Imaging, LLC. received the highest endorsement from Hyland Software, the developer and owner of the OnBase software products proposed by both AMS Imaging, LLC. and Genesis Imaging. OnBase is the ECM solution, which integrates document management, business process automation and records management.

In short, the State was looking for a vendor that provided the best combination of:

- Demonstration that it understood the project and the nature and level of work required;
- A solution and project plan that satisfied the State's needs;
- Well qualified staff to carry out the work; and
- Offered all of the above at the best price.

After evaluating all of the material submitted by the vendors, conducting oral interviews and factoring in a Best and Final Offer, the Evaluation Committee selected AMS Imaging, LLC. of Warwick, Rhode Island, as offering the best combination of solution, capability and price. AMS was then asked to build a proof of concept installation on State supplied equipment in a State building. They successfully completed the proof of concept demonstrating that the products offered the functionality cited in their proposal and they were proficient in their installation and configuration.

Concurrent with the proof of concept, the Department of Health and Human Services sought to make this solution available to other agencies in DHHS by seeking to use the OnBase products to serve as a document repository for the Division of Family Assistance (DFA). DFA had already selected scanning hardware and software and DCSS will adopt the same products to serve as a common front end to its content management initiative. Efficiency will be gained within the Department by using this common scanning technology, and a common product for workflow and the document image repository. This contract also provides for ongoing maintenance that will allow DHHS to receive support in the form of new releases of the software for the duration of the contract. In addition, the contractor was able to provide essential hardware at prices comparable to those available under existing State hardware acquisition contracts. Therefore, DHHS decided to exercise its option to include the OnBase servers, Cisco network acceleration hardware that will boost utilization of existing network bandwidth and user personal computer hardware making the acquisition a turnkey procurement. Thus, the final contract price for the six-year period ending on June 30, 2016 is $1,386,649.00. A detailed presentation of how the contract total was compiled is shown in the following table.

Item	How Derived	Component Costs
Hardware and Software Products	Bid Prices	$448,732.00
Initial Installation, Configuration & Training Services	Bid Prices	$132,500.00
Backfile Imaging & Out Year Professional Services	Bid Unit Rates times Estimated Usage	$175,000.00
Future Maintenance	Bid Prices	$416,745.00
Server Infrastructure	Bid Prices	$45,396.00
Net Acceleration Hardware	Bid Prices	$84,180.00
User Hardware	Bid Prices	$84,096.00
	Grand Total	$1,386,649.00

Area served: Statewide.

Source of funds are 7.6% General Funds, 75.5% Agency Income (Incentives), and 16.9% Federal Funds.

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

Respectfully submitted,

Mary S. Weatherill

Mary S. Weatherill
Director

Approved by:

Nicholas A. Toumpas
Commissioner

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

Peter C. Hastings
Interim Commissioner

August 26, 2010

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with AMS Imaging, LLC, of Warwick, RI resulting from Request for Proposal #2010-048: Project Name: NECSES Content Management Solution as described below and referenced as DoIT No. 2010-048.

> AMS Imaging, LLC will obtain and deploy a content management capability designed to streamline DCSS operations and promote efficiencies. The system will electronically capture and store documents to the NECSES case management system. This project was added to the Department of Health and Human Services Strategic Information Technology Plan upon receipt of federal ARRA funds.

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

Sincerely,

Peter C. Hastings

PCH/ltm

RFP: 2010-048
A&E RID #9321

cc: David Maggioncalda
Leslie Mason

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Division of Child Support Services		1.2 State Agency Address 129 Pleasant St Concord, NH 03301	
1.3 Contractor Name AMS Imaging, LLC		1.4 Contractor Address 2670 Warwick Ave Warwick, RI 02889	
1.5 Contractor Phone Number 401 738-5111	1.6 Account Number	1.7 Completion Date June 30, 2016	1.8 Price Limitation $1,386,649.00
1.9 Contracting Officer for State Agency David F. Maggioncalda		1.10 State Agency Telephone Number 603 271-4867	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory James E. McKenney Sole Member, AMS Imaging, LLC. 800 966-5738	

1.13 Acknowledgement: State of , County of

On 8-5-10 , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[seal] Sara K VanTassel

1.13.2 Name & Title of Notary or Justice of the Peace

Sara K. VanTassel Notary

1.14 State Agency Signature(s) Mary S. Weatherill	1.15 Name/Title of State Agency Signatory Mary S. Weatherill, Director

1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On:

1.17 Approval by Attorney General (Form, Substance and Execution)

By: Rebecca Woodard ~~Assistant Attorney General~~ Attorney, On: 8/6/10

1.18 Approval by the Governor & Council

By On:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
STATEMENT OF WORK

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
STATEMENT OF WORK

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A contract duly executed and legally binding.
Certification or Certify	Written Certification and full supporting and written documentation (including, without limitation, test results as applicable) that the contracted vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and AMS Imaging, LLC which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and the contracted vendor who shall be responsible for all contractual authorization and administration of the Contract. (See Section 4: *Contract Management)*
Contracted vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion	Collecting, transporting, scanning, indexing and loading images of selected documents from DCSS paper files into the DCSS document repository.
COTS	Commercial-off-the-shelf software
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Data	State's records, files, forms, data and other documents or information in either electronic or paper form that shall be used during the Contract Term.
DBA	Database administrator

Deficiencies	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – ***Software*** - Critical, does not allow System to operate, no work around, demands immediate action; ***Written Documentation*** - missing significant portions of information or unintelligible to State; ***Non Software*** - Services were inadequate and require re-performance. **Class B Deficiency** – ***Software*** - important, does not stop operation and/or there is a work around and user can perform tasks; ***Written Documentation*** - portions of information are missing but not enough to make the document unintelligible; ***Non Software*** - Services were deficient, require reworking, but do not require re-performance. **Class C Deficiency** – ***Software*** - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; ***Written Documentation*** - minimal changes required and of minor editing nature; ***Non Software*** - Services require only minor reworking and do not require re-performance.
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the contracted vendor to the State under the Contract.
Department of Information Technology (DoIT)	The Department of Information Technology established under legislative rule 21-R on September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format. Notwithstanding the foregoing, the parties agree that for purposes of Section J, "Documentation" is defined as the "Help Files" included in the Software that relate to the functional, operational or performance characteristics of the Software
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of AMS Imaging, LLC's cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager's written direction to AMS Imaging, LLC to begin work on the Contract on a given date and time.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified in SOW Section 4, *Contract Management*.
Proposal	Contracted vendor's written proposal submitted in response to RFP 2010-048.

Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then the review period will be five (5) business days.
RFP (Request for Proposal)	Request For Proposal 2010-048
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by AMS Imaging, LLC on the Project as described in the Contract.
Software	OnBase® Information Management System software and Kofax Capture provided by the contracted vendor under the Contract
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
SOW	Statement of Work
Specifications	The written specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
State	STATE is defined as: State of New Hampshire, Department of Health and Human Services 129 Pleasant Street Concord, NH 03301
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight.
State Project Manager (PM)	State's representative with regard to Project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by the

	contracted vendor to perform under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through June 30, 2014.
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage in which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by the contracted vendor either in paper or electronic format.

IT Security Terms:

Service Component	Defines the set of capabilities that:

Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization
Role / Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection; and canonicalization

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
STATEMENT OF WORK

This Contract is by and between the State of New Hampshire, acting through the Division of Child Support Services ("State"), and AMS Imaging, LLC, a Corporation, having its principal place of business at 2670 Warwick Ave, Warwick, RI 02889.

The DCSS Enterprise Content Management Solution project sought and found a solution to streamline operations and related expenses by introducing imaging to the State's environment. The principle objectives of the project are:

1. Enhance standardization of case processing throughout the State,
2. Reduce reliance on paper,
3. Reduce photocopying,
4. Reduce time spent filing and retrieving files,
5. Make documents accessible from PCs located in any office,
6. Provide for automated document retention management,
7. Provide a basis for moving to direct loading of data to the New England Child Support Enforcement System from received documents, and
8. Provide basis for further streamlining of business operations.

RECITALS

The State desires to have AMS Imaging, LLC provide an OnBase and Kofax Commercial-off-the-shelf Software, and associated Services for the State;

AMS Imaging, LLC wishes to provide an OnBase Commercial-off-the-shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

a. The Statement of Work
b. Exhibit A Contract Deliverables
c. Exhibit B Price and Payment Schedule
d. Exhibit C Special Provisions
e. Exhibit D Administrative Services
f. Exhibit E Implementation Services
g. Exhibit F Testing Services
h. Exhibit G Maintenance and Support Services
i. Exhibit H Contractor Responses
j. Exhibit I Work Plan
k. Exhibit J Software License and Related Terms
l. Exhibit K Warranty and Warranty Services
m. Exhibit L Training Services

n. Exhibit M NH DHHS RFP with Addenda, by reference
o. Exhibit N Contractor Proposal, by reference
p. 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. State of New Hampshire, Division of Child Support Services Contract 2010-048.
b. RFP 2010-048 Enterprise Content Management Solution, dated October 26, 2009; then
c. The Contractor Proposal, dated December 23, 2009.

1.3 Non-Exclusive, Not To Exceed

This is a non-exclusive, not to exceed ("NTE") Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. AMS Imaging, LLC shall not be responsible for any delay, act, or omission of such other contractors, except that AMS Imaging, LLC 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 AMS Imaging, LLC.

1.4 Not to Exceed Contract

This is a Not to Exceed Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed $1,386,649.00.

2. CONTRACT TERM

2.1 Term

The Contract and all obligations of the parties hereunder shall become effective on September 1, 2010, or date of Governor and Executive Council approval, whichever is later.

The Contract shall begin on the Effective Date and extend through June 30, 2016. The Term may be extended for additional periods of three 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 June 30, 2019.

AMS Imaging, LLC shall commence work upon issuance of a Notice to Proceed by the State.

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

3. COMPENSATION

3.1 Contract Price

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

4. CONTRACT MANAGEMENT

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

4.1 AMS Imaging, LLC Contract Manager

AMS Imaging, LLC shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. AMS Imaging, LLC's Contract Manager is:

Rick DeBerardis
Vice President, Business Development
2670 Warwick Ave, Warwick, RI 02889
Tel: 401 738-5111
Fax: 401 732-5424
Email: rdeberardis@amsimaging.com

4.2 AMS Imaging, LLC Project Manager

4.2.1 Contract Project Manager

AMS Imaging, LLC shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. AMS Imaging, LLC's selection of the AMS Imaging, LLC 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 AMS Imaging, LLC Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of AMS

Imaging, LLC's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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

4.2.3 AMS Imaging, LLC shall not change its assignment of its Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of AMS Imaging, LLC's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than AMS Imaging, LLC Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. AMS Imaging, LLC shall assign a replacement AMS Imaging, LLC Project Manager within ten (10) business days of the departure of the prior AMS Imaging, LLC Project Manager, and AMS Imaging, LLC shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim AMS Imaging, LLC Project Manager.

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

4.2.5 The AMS Imaging, LLC Project Manager is:

Phil O'Connell
AMS Project Manager
2670 Warwick Ave
Warwick, RI 02889
Phone: 401 738-5111

FAX: 401 732-5424
Email: poconnell@amsimaging.com

4.3 AMS Imaging, LLC Key Project Staff

4.3.1 AMS Imaging, LLC 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-Vendor Response Checklist*. The State may conduct reference and background checks on AMS Imaging, LLC Key Project Staff. The State reserves the right to require removal or reassignment of AMS Imaging, LLC's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.

4.3.2 AMS Imaging, LLC shall not change any AMS Imaging, LLC Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of AMS Imaging, LLC Key Project Staff will not be unreasonably withheld. The replacement AMS Imaging, LLC Key Project Staff shall have comparable or greater skills than AMS Imaging, LLC 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 above in SOW Section 4.3.1 and in SOW Section 4.10: *Background Checks*.

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare AMS Imaging, LLC in default and to pursue its remedies at law and in equity, if AMS Imaging, LLC fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 AMS Imaging, LLC Key Project Staff shall consist of the following individuals in the roles identified below:

AMS Imaging, LLC's Key Project Staff	
Key Members	**Title**
Rick DeBerardis	VP Business Development
Phil O'Connell	Project Manager
Keith Erban	Manager, Software Solutions
Bob Willis	Director Professional Services Group
Joanne Sheeley	Production Manager

4.4 State Contract Manager

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

David F. Maggioncalda
Division of Child Support Services
Annex Building
129 Pleasant Street, Concord, NH 03301
Tel: (603) 271-4867
Fax: (603) 271-4787
Email: dmaggioncalda@dhhs.state.nh.us

4.5 State Project Manager

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

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

The State Project Manager is:
Richard Ward

Division of Child Support Services
Annex Building
129 Pleasant Street, Concord, NH 03301
Tel: (603) 271-4928
Fax: (603) 271-4787
Email: rward@dhhs.state.nh.us

4.6 State Meetings and Reports

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

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

Introductory Meeting: Participants will include AMS Imaging, LLC Key Project Staff and State Personnel from both the Department of Health and Human services and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

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

Status Meetings: Participants will include, at the minimum, the AMS Imaging, LLC Project Manager and the State Project Manager. These meetings will be conducted at least weekly. A status and error report from AMS Imaging, LLC shall serve as the basis for discussion.

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

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

The AMS Imaging, LLC Project Manager or AMS Imaging, LLC Key Project Staff shall submit weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

a. Project status related to the Work Plan;
b. Deliverable status;
c. Accomplishments during weeks being reported;
d. Planned activities for the upcoming two (2) week period;
e. Future activities; and
f. Issues and concerns requiring resolution.

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

4.7 State-Owned Documents and Data

AMS Imaging, LLC 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, AMS Imaging, LLC. shall turn over all State Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State Owned Documents must be provided in both printed and electronic format.

4.8 Records Retention and Access Requirements

AMS Imaging, LLC 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*.

AMS Imaging, LLC 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. AMS Imaging, LLC and its Subcontractors shall retain all such records for three (3) years following the year in which the termination of the Contract occurs, 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. AMS Imaging, LLC 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 AMS Imaging, LLC's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or

Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4.9 Accounting Requirements

AMS Imaging, LLC 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.

4.10 Background Checks

The State may, at its sole expense, conduct background screening of the AMS Imaging, LLC Project Manager and AMS Imaging, LLC Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality.*

5. DELIVERABLES

5.1 Deliverables and Services

AMS Imaging, LLC shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables.*

5.2 Non-Software and Written Deliverables Review and Acceptance

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

5.3 System/Software Testing and Acceptance

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

6. SOFTWARE

6.1 COTS Software and Documentation

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

6.2 COTS Software Support and Maintenance

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

7. WARRANTY

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

8. SERVICES

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

8.1 Administrative Services

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

8.2 Implementation Services

AMS Imaging, LLC shall provide the State with the implementation services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

8.3 Testing Services

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

8.4 Training Services

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

8.5 Maintenance and Support Services

AMS Imaging, LLC shall provide the State with Maintenance and Support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *Maintenance and Support Services*.

9. WORK PLAN DELIVERABLE

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

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve AMS Imaging, LLC from liability to the State for damages resulting from AMS Imaging, LLC'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, AMS Imaging, LLC must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of AMS Imaging, LLC or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by AMS Imaging, LLC 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 AMS Imaging, LLC's failure to fulfill its obligations under the Contract.

10. CHANGE ORDERS

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

AMS Imaging, LLC 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 AMS Imaging, LLC's requested Change Order within five (5) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

11. INTELLECTUAL PROPERTY

11.1 State's Business

All rights, title and interest in State Data shall remain with the State. The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with AMS Imaging, LLC or its suppliers. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing., or service bureau use.

11.2 AMS Imaging, LLC's Materials

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

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

11.3 Both parties agree that this Contract will be administered in compliance with 45 C.F.R. 95.617 and further agree that notwithstanding the foregoing, since the OnBase® Information Management System software is a Commercial Off the Shelf product that all ownership rights in the OnBase® Information Management System software shall remain with Hyland Software, Inc.

11.4 Survival

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

In performing its obligations under the Contract, AMS Imaging, LLC may gain access to information of the State, including State Confidential Information. AMS Imaging, LLC 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 AMS Imaging, LLC's performance under the Contract.

12.2 State Confidential Information

AMS Imaging, LLC shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to AMS Imaging, LLC in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. AMS Imaging, LLC shall immediately notify the State if any request, subpoena or other legal process is served upon AMS Imaging, LLC regarding the State Confidential Information, and AMS Imaging, LLC 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, AMS Imaging, LLC shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 AMS Imaging, LLC Confidential Information

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

12.4 Survival

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

13. GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving AMS Imaging, LLC 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: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

13.2 Compliance by AMS Imaging, LLC with Laws and Regulations: Equal Employment Opportunity

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

13.2.2 During the term of the Contract, AMS Imaging, LLC shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non-discrimination because of race, color,

religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

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

13.3 Regulatory/Government Approvals

AMS Imaging, LLC shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

13.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide AMS Imaging, LLC with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

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

13.5 Personnel

13.5.1 The performance of AMS Imaging, LLC's obligations under the Contract shall be carried out by AMS Imaging, LLC. AMS Imaging, LLC shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform AMS Imaging, LLC's obligations under the Contract. AMS Imaging, LLC warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

13.5.3 The DHHS Commissioner or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

13.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Phil O'Connell, Contractor PM	Richard Ward State Project Manager (PM)	5 Business Days
First	Rick DeBerardis, AMS VP of Business Development	David Maggioncalda Contract Manager	10 Business Days
Second	Rick DeBerardis, AMS VP of Business Development	Mary Weatherill, Director, DCSS	15 Business Days
Third	Rick DeBerardis, AMS VP of Business Development	Nicholas Toumpas Commissioner, DHHS	15 Business Days

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

13.7 Termination

This Section 13.7 shall survive the termination or Contract Conclusion.

13.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide AMS Imaging, LLC written notice of default, and AMS Imaging, LLC must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If

AMS Imaging, LLC fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare AMS Imaging, LLC in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares AMS Imaging, LLC in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to AMS Imaging, LLC under this Contract;

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

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

13.7.1.2 In the event of default by the State, AMS Imaging, LLC shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by AMS Imaging, LLC.

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

13.7.2 Termination for Convenience

13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to AMS Imaging, LLC. In the event of a termination for convenience, the State shall pay AMS Imaging, LLC the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the

Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.7.3 Termination for Conflict of Interest

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

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

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

13.7.4 Termination Procedure

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

13.7.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, AMS Imaging, LLC shall:

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

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with

the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of AMS Imaging, LLC 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 AMS Imaging, LLC has surrendered to the State all said property.

f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.8 Force Majeure

Neither AMS Imaging, LLC 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 AMS Imaging, LLC's inability to hire or provide personnel needed for AMS Imaging, LLC's performance under the Contract.

13.9 AMS Imaging, LLC's Relation to the State

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

13.10 Assignment, Delegation and Subcontracts

13.10.1 AMS Imaging, LLC shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

13.10.2 AMS Imaging, LLC 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 AMS Imaging, LLC of any of its obligations under the Contract; nor affect any remedies available to the State against AMS Imaging, LLC that may arise from any event of default of the provisions of the contract. The State shall consider AMS Imaging, LLC to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

13.10.3 Notwithstanding the foregoing, nothing herein shall prohibit AMS Imaging, LLC from assigning the Contract to the successor of all or substantially all of the assets or business of AMS Imaging, LLC provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that AMS Imaging, LLC should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with AMS Imaging, LLC, its successors or assigns for the full remaining term of the Contract; continue under the Contract with AMS Imaging, LLC, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to AMS Imaging, LLC, its successors or assigns.

13.11 Indemnification

13.11.1 AMS Imaging, LLC shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of AMS Imaging, LLC, its personnel or agents in connection with AMS Imaging, LLC's performance of the Contract.

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

13.11.3 Survival
This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

13.12 Limitation of Liability

13.12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to AMS Imaging, LLC shall not exceed TWO (2.0) times the total Contract price set forth in SOW Section 1.8 of the *General Provisions* form.

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

13.12.2 AMS Imaging, LLC.

Subject to applicable laws and regulations, in no event shall AMS Imaging, LLC or its suppliers be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and AMS Imaging, LLC's and its suppliers liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the *General Provisions* form. Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to AMS Imaging, LLC's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

13.12.3 State's Immunity

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

13.12.4 Survival

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract conclusion.

13.13 Insurance

13.13.1 AMS Imaging, LLC Insurance Requirement

AMS Imaging, LLC shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, the following insurance:

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

b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State

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

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

Other Agency funded projects should address the Insurance Certificate Holder as:
State of New Hampshire
Director, Division of Child Support Services
129 Pleasant Street
Concord, NH 03301

13.14 Workers' Compensation

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

13.14.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, the Vendor 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. The Vendor shall furnish the Insurance Certificate Holder, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof,

which shall be attached to the Contract and shall be incorporated therein by reference.

13.14.3 The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Vendor, or any subcontractor or employee of the Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

13.15 Waiver in Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of AMS Imaging, LLC.

13.16 Notice

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

TO AMS Imaging, LLC:	TO STATE:
Rick DeBerardis 2670 Warwick Ave Warwick, RI 02889 (401) 738-5111	David Maggioncalda 129 Pleasant Street Concord, NH 03301 Tel: (603) 271-4867

13.17 Amendment

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

13.18 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may be brought only in the State of New Hampshire, Merrimack County Superior Court.

13.19 Third Parties

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

13.20 Headings

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

13.21 Contract Exhibits

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

13.22 Special Provisions

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference.

13.23 Severability

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

13.24 Venue and Justification

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

13.25 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 SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

13.26 Entire Contract

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

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EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

AMS Imaging, LLC. shall provide the State with a content management solution which will meet and perform in accordance with the Specifications.

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

2. 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*.

3. SOFTWARE LICENSES

Software Licenses are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling $1,386,649.00 for the period between the Effective Date through June 30, 2016. AMS Imaging, LLC. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow AMS Imaging, LLC. to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

Table 1 – Detailed Hardware & Software Deliverables and Pricing

Description Tech Products	Type	Quantity	Net Price License	1st Year Maintenance	Purchase Plus 1st Year Maintenance
Multi-user Core	Server Software	1	$4,000	$900	$4,900
Multi-user Core-Disaster Recovery	Server Software	1	$0	$0	$0
Multi-user Core-Test/Development	Server Software	1	$0	$0	$0
OnBase Client	Concurrent Seats	100	$96,000	$21,600	$117,600
OnBase Client	Named Seats	5	$2,400	$540	$2,940
Web Server	Server Software	1	$8,000	$1,800	$9,800
Web Services Toolkit/A.P.I.	Server Software	1	$8,000	$1,800	$9,800
API Query Blocks	Server Software	14	$75,000	$20,420	$95,420
Distributed Disk Services	Server Software	1	$4,000	$900	$4,900
C.O.L.D. /ERM	Server Software	1	$8,000	$1,800	$9,800
Filter for print stream processing	Server Software	1	$6,000	$1,350	$7,350
Fax Capture	Server Software	1	$4,800	$1,080	$5,880
EDM Services	Server Software	1	$4,000	$900	$4,900
Lotus Notes Integration	Server Software	1	$4,000	$900	$4,900

Document Import Processor	Server Software	1	$4,000	$900	$4,900
Document Retention	Server Software	1	$8,000	$1,800	$9,800
Report Services	Server Software	1	$4,000	$900	$4,900
Virtual Print Driver	Server Software	1	$4,000	$900	$4,900
App Enabler for NECSES	Server Software	1	$12,000	$2,700	$14,700
Concurrent Workflow Clients 1-20	Concurrent Seats	20	$32,000	$7,200	$39,200
Concurrent Workflow Clients 21-50	Concurrent Seats	30	$38,400	$8,640	$47,040
E-Forms	Server Software	1	0	$0	$0
Exception Reports	Server Software	1	$3,200	$720	$3,920
Kofax Integration Module	Server Software	1	$4,000	$900	$4,900
Kofax Concurrent Client Licenses	Client Software	12	$17,436	$3,235	$20,670
Fujitsu Fi6230 Scanners	Hardware	12	$14,148	$1,464	$15,612

Table 2, *Detailed License Deliverables and Pricing*, identifies the professional services component of the contract.

Table 2 – Detailed License Deliverables and Pricing	
Description	**Cost**
Professional Services Installation, Configuration, Tuning, Training and Warranty Support	$132,500

The State may purchase any additional licenses of the Software Solution at this Contract discount rate, for a period of one (1) year from the Contract effective date.

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Table 3, *Backfile Imaging Service Rates*, specifies the per page cost for collecting documents from DCSS work locations, transporting them to the AMS Imaging, LLC. facility, imaging them and depositing them into the DHHS Document Repository and returning the originals to DCSS.

Table 3- Backfile Imaging Service Rates

Quantity	SFY 2011 7/1/2010-6/30/11	SFY 2012 7/1/2011-6/30/12	SFY 2013 7/1/2012-6/30/13
Unlimited	$ 0.07 per page	$ 0.07 per page	$ 0.07 per page

Table 4, *Post Implementation Labor Rates*, specifies the labor rates to various professional services that are available to DCSS after the implementation and warranty period.

Table 4- Post Implementation Labor Rates

Skill Set	SFY 2011 7/1/2010-6/30/11	SFY 2012 7/1/2011-6/30/12	SFY 2013 7/1/2012-6/30/13
OnBase/Kofax Certified Installer	$150.00 per hour Or $5,500 for 40 hour Block of Time	$150.00 per hour Or $5,500 for 40 hour Block of Time	$150.00 per hour Or $5,500 for 40 hour Block of Time
OnBase/Kofax Support	$125.00 per hour Or $4,500 for 40 hour Block of Time	$125.00 per hour Or $4,500 for 40 hour Block of Time	$125.00 per hour Or $4,500 for 40 hour Block of Time
OnBase/Kofax Training Specialist	$95.00 per hour Or $3,500 for 40 hour Block of Time	$95.00 per hour Or $3,500 for 40 hour Block of Time	$95.00 per hour Or $3,500 for 40 hour Block of Time

Table 5, *Future Year Maintenance Fees*, establishes annual maintenance fees through 2016.

Table 5- Future Year Maintenance Fees

	SFY 2012 7/1/2011-6/30/12	SFY 2013 7/1/2012-6/30/13	SFY 2014 7/1/2013-6/30/14	SFY 2015 7/1/2014-6/30/15	SFY 2016 7/1/2015-6/30/16
Annual Maintenance Fees	$83, 349	$83, 349	$83, 349	$83, 349	$83, 349

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Table 6, *Server Hardware and Infrastructure*, identifies the server hardware and miscellaneous components planned to support the OnBase implementation at the Data Center. AMS Imaging, LLC shall supply these or equivalent components at the direction of the State.

Table 6 Server Hardware and Infrastructure

Model / Part #	Cost Per Unit	Units	Total YR 1 Cost	YR 2 Maint	YR 3 Maint	Ongoing Annual Maint
C7974W	$57	4	$229	N/A	N/A	N/A
C7974A	$52	5	$261	N/A	N/A	N/A
C7978A	$81	1	$81	N/A	N/A	N/A
HP Proliant DL360 G6 Server, Part # 484184-B21 2 x Quad Core Processors 2.53 GHz, 8GB Memory, 2 x 146GB drives, 5 year warranty, next day	$4,064	1	$4,064	$0	$0	
HP Proliant DL380 G6 Server, Part # 4943290-HP1,2 x Quad Core Processors 2.66 GHz,12GB Memory, 2 x 72GB drives,5 year warranty, next day	$5,009	1	$5,009	$0	$0	
HP Storage Works 418408-B21 or equivalent	$2,399	1	$2,399	$0	$0	
516828-B21	$642	6	$3,852	$0	$0	
HP Smart Array P800 Controller or equivalent	$693	1	$693	$0	$0	

HP Proliant DL360 G6 Server, Part # 484184-B21 Add 2 x 600GB Disk Drives Part # 516828-B21	$5,314	1	$5,314	$0	$0	
HP Proliant DL360 G6 Server, Part # 484184-B21, Add 2 x 750GB Disk Drives	$5,314	1	$5,314	$0	$0	
HP 1/8 G2 Ultrium LTO-4 1760 Autoloader (AK377SB)	$6,440	1	$6,440	$0	$0	
HP cables, 8 x Power cords 12' Part # 227099-001, 2 HP4Int/4 Ext SAS PCI-E HBA part # 416096-B21	$500	1	$500	N/A	N/A	N/A
B6965BA	$1,328	3	$3,984	$717	$717	$717
P73-01833	$564	4	$2,256	N/A	N/A	N/A

Table 7, *Cisco Network Accelerator Components*, identifies the Cisco products sought by the State. AMS Imaging, LLC. shall supply these or agreed upon equivalent products to the State.

Table 7 Cisco Network Accelerator Components

Wide Area Virtualization Engine 274				
Item	Description	Units	Unit Rate	Line Total
WAVE-274-K9	WAVE 274 (with 3G RAM, 250G HDD, inline, and Enterprise Lic)	1	6,500.00	$6,500.00
SF-WAAS-4.1-K9	Cisco WAAS 4.1 SW image (separate license required)	1	0.00	$0.00
MNT-2PST-RACK	2-post rack shelf for WAVE 274 and WAVE 474	0	0.00	$0.00
MNT-WALL-SLV	Wall Sleeve Mount for WAVE-274 and WAVE-474	0	0.00	$0.00
CAB-AC	Power Cord,110V	1	0.00	$0.00
CON-SNT-	SMARTNET 8X5XNBD WAVE	1	100.00	$100.00

WAV274K	274 (with 3G RAM, 250G)			
CON-SAU-WAASENAP	SW APP SUPP + UPGR Cisco WAAS Enterprise Lic for 1 WAE	1	500.00	$500.00
WAAS Core WAE	Support up to 6000 TCP Connections and 90Mbps at the Core			
Wide Area Application Engine 674				
WAE-674-K9	Wide Area Application Engine 674, 4GB MEM, 600GB HDD Incl.	1	16,000.00	$16,000.00
RED-PWR-FAN-674	Redundant Power/Fan Option	1	1,000.00	$1,000.00
MEM-WAE-4GB	WAE 4GB Memory Module for 6000 TCP Connections & 90Mb	1	3,500.00	$3,500.00
WAE-INLN-4CG=	Cisco WAE Inline Network Adapter	1	1,300.00	$1,300.00
CAB-OEM-IBM-AC	AC Power Cord, US (Order Two for Each w/2nd PS)	2	0.00	$0.00
SF-WAAS-4.1-SA-K9	Cisco WAAS 4.1 SATA SW image (separate license required)	1	0.00	$0.00
WAAS-ENT-APL	Cisco WAAS Enterprise License for 1 WAE Appliance	1	6,000.00	$6,000.00
CON-SNT-WAE674K9	SMARTNET 8X5XNBD Wide Area Appl Eng WAE-674, HDD Incl	1	1,280.00	$1,280.00
CON-SAU-WAASENAP	SW APP SUPP + UPGR Cisco WAAS Enterprise Lic for 1 WAE	1	500.00	$500.00
Branch Site WAAS NME Modules for Cisco 2800 ISR				
NME 502 for 4Mbps WAN and 400 TCP branch connections per Site (10 Site Total)				
WAAS ISR NME				
NME-WAE-502-K9=	WAAS Network Module For 2800, 3800 ISR - 1GB RAM, 120GB HDD	5	6,500.00	$32,500.00
SF-WAAS-4.1-NM-K9	Cisco WAAS 4.1 NM SW image (separate license required)	5	0.00	$0.00
WAAS-ENT-NM	Cisco WAAS Enterprise License for 1 NME-WAE-502-K9 or NME-WAE-522K9=	5	3,000.00	$15,000.00

Table 8, *Scan Stations, Monitors and Related User Hardware Items*, to be supplied by AMS Imaging, LLC. as specified by DCSS in accordance with State standards.

Table 8- Scan Stations, Monitors and Related User Hardware Items			
Scan Station PCs	12	1,039.00	$12,468.00
24 Inch Monitors	172	224.00	$38,528.00

Memory Upgrades	150	54.00	$8,100.00
Contingency Items	N/A	N/A	$25,000.00

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $1,386,649.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to AMS Imaging, LLC. for all fees and expenses, of whatever nature, incurred by AMS Imaging, LLC. in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

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

Invoices shall be sent to:

Division of Child Support Services
Attn: David Maggioncalda
129 Pleasant Street
Concord, NH 03301-3857

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

AMS Imaging, LLC.
2670 Warwick Ave.
Warwick, RI 02889

5. OVERPAYMENTS TO AMS Imaging, LLC.

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

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against AMS Imaging'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 and hardware products, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

8. RIGHT TO OFFSET

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

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EXHIBIT C
SPECIAL PROVISIONS

1. **Special Provisions**

   There are no special provisions

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATUS REPORTS

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

AMS Imaging, LLC. shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. AMS Imaging's Project Manager shall assist the State's Project Manager, or itself to produce reports related to Project Management as reasonably requested by the State. AMS Imaging, LLC. must produce project status reports, which shall contain, at a minimum, the following:

a. Project status as it relates to Work Plan
b. Deliverables status
c. Accomplishments during weeks being reported
d. Planned activities for the upcoming two week period
e. Staff time reporting
f. Issues and concerns requiring resolution
g. Financial Status to be updated once a month

2. STATE-OWNED DOCUMENTS AND DATA

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

AMS Imaging, LLC. hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

3. ACCOUNTING REQUIREMENTS

AMS Imaging, LLC. 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.

4. WORK HOURS

Vendor personnel ,when on State premises, shall work regular State employee hours , excluding State of New Hampshire holidays, unless another arrangement is made prior to the day the work is to occur.

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EXHIBIT E
IMPLEMENTATION SERVICES

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. AMS Imaging, LLC. shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan:

B. AMS Imaging, LLC. and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

C. The AMS Imaging, LLC. team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

D. AMS Imaging, LLC. 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.

E. AMS Imaging, LLC. shall manage project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.

F. AMS Imaging, LLC. shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan.

1.2.1 Planning

During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.2 Project Infrastructure

The State will provide the PCs and servers as well as the telecommunications network.

1.2.3 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.

1.2.4 Change Management and Training

AMS Imaging, LLC.'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 PLAN

AMS Imaging, LLC. team will work with State resources to document specific requirements and configuration specifications before installing and configuring the Development Server Environment. After demonstration of successful performance in the Development Environment AMS Imaging, LLC. will turn over to the State installation and configuration documentation. Using the AMS Imaging, LLC. supplied documentation, State resources will install and configure the Production Server Environment. Similarly, AMS, Imaging LLC. will supply installation and

configuration documentation for the Kofax and OnBase client software. The major milestones of the plan are listed below with specific subtask listed below each major task.

Task Name	Start	Finish
Requirements Definition and Refinement	9/1/2010	9/30/2010
Software Installation and Configuration	9/1/2010	10/31/2010
Test pilot system on network	10/15/2010	10/22/2010
Deliver, install and test all District & Central Office scanners and scan software	10/1/2010	10/29/2010
Test functionality of all modules	9/23/2010	10/4/2010
Test functionality of all workflows	10/252010	10/29/2010
Training End Users and Technical Staff	10/25/2010	10/29/2010
Imaging of Backfile Documents	11/15/2010	4/29/2011
Loading Backfile Images to Document Repository	As Imaged	
Deploy in production	11/1/2010	11/5/2010
Post deployment on-site support	11/8/2010	11/12/2010

2.1 PC and Server Hardware

The State will supply the PC and server hardware.

2.2 Software Installation and Configuration

AMS Imaging, LLC. is responsible for documenting the requirements of DCSS and configuring the solution to satisfy those requirements.

2.3 Solution Document

AMS Imaging, LLC is responsible for documenting the installation and configuration and delivering to the State such documentation as to support State personnel in installing and configuring the solution in the production environment.

2.4 Installation in the Production Environment

State personnel will install and configure the production server environment using the documentation provided by AMS Imaging, LLC. AMS Imaging, LLC. will provide additional support as required to assist the production environment installation and configuration.

2.5 Imaging of the History Files

AMS will collect the selected portions from the DCSS offices, transport them to its imaging center and image the documents. After the selected documents have been imaged, AMS will return the originals to DCSS and load the images into the State's

imaged document repository. Imaged backfile documents will be placed in the correct case file and section within the individual case files.

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EXHIBIT F
TESTING SERVICES

AMS Imaging, LLC. shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

AMS Imaging, LLC. shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. AMS Imaging, LLC. will also provide training as necessary to the State staff responsible for test activities. AMS Imaging, LLC. 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.

All Testing and Acceptance addressed herein (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, support of the State during User Acceptance Test and Implementation. In addition, AMS Imaging, LLC. 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. AMS Imaging, LLC. shall correct Deficiencies and support required re-testing as described below.

1.1 Test Planning and Preparation

AMS Imaging, LLC. shall provide the State with an Test Plan that will include identification, preparation, and documentation of planned testing, requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and "bug" tracking system.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon AMS Imaging, LLC.'s Project Manager's Certification, in writing, that AMS Imaging, LLC.'s own staff has successfully executed all prerequisite AMS Imaging, LLC. 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.

1.2 Unit Testing

In Unit Testing, AMS Imaging, LLC. 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 AMS Imaging, LLC. developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

[redacted]	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
[redacted]	For application modules, conversions and interfaces the AMS Imaging, LLC. 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.
[redacted]	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 AMS Imaging, LLC. 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. 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.

[redacted]	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.
[redacted]	• Take the lead in developing the Systems Integration Test specifications which will then be presented for State approval. • Work jointly with the State to develop and load the data profiles to support the test specifications.

[illegible]	• Work jointly with the State to validate components of the test scripts.
[illegible]	• Work jointly with AMS Imaging, LLC. to develop the Systems Integration Test specifications. • Work jointly with AMS Imaging, LLC. to develop and load the data profiles to support the test specifications. • Work jointly with AMS Imaging, LLC. to validate components of the test scripts.
[illegible]	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

[illegible]	The conversion validation test must demonstrate successful loading and filing of the following document types to the DCSS Document Repository: • Documents released from Kofax • Documents generated from NECSES via RAPS, • Documents generated from NECSES via Jetforms, • Documents generated from PC based office automation applications, • Documents generated from Lotus Notes, • Documents generated from New Heights, and • Backfile imaged documents.
[illegible]	For conversions and interfaces, the AMS Imaging, LLC. team will execute the applicable validation tests and compare execution results with the documented expected results.
[illegible]	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
[illegible]	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

In Installation Testing the solution and its 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. AMS Imaging, LLC. shall direct and assist the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project.

1.6 User Acceptance Testing (UAT)

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

The State shall be presented with all testing results, as well as written Certification that AMS Imaging, LLC. 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 AMS Imaging, LLC. that the system is installed, configured, complete and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the specified Acceptance Criteria and in the requirements defined in the AMS Imaging, LLC.'s proposal response. 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 results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Activity Description	The System User Acceptance Tests verify System functionality against predefined acceptance criteria that support the successful execution of approved processes.
[redacted]	• Provide the State an acceptance test plan and selection of test scripts for the Acceptance test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
[redacted]	• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the acceptance test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance test results. • Work jointly with AMS Imaging, LLC. in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.

Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7 Regression Testing

AMS Imaging, LLC. shall be responsible for developing the test plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. AMS Imaging, LLC. shall perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State 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.

When a programming change is made in response to a problem identified during user testing, a Regression Test Plan must be developed by AMS Imaging, LLC. based on the understanding of the program and the change being made to the program. The Regression Test Plan has two objectives: first, to validate that the change/update is incorporated into the program; and second, to validate that there are no unintended changes to the other portions of the program.

AMS Imaging, LLC. shall:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

AMS Imaging, LLC. shall 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, AMS Imaging, LLC. shall assess the risks inherent in the modification being implemented, identify and assess any unintended consequences, and weigh those risks against the time and effort required for conducting the regression tests.

1.8 Performance Tuning and Stress Testing

1.8.1 Scope

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

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 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.

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

1.8.2 Test types

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

Baseline Tests: 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.

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.

1.8.3 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.

1.8.4 Implementing Performance and Stress Test

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

1.8.5 Scheduling Performance and Stress Testing

AMS Imaging, LLC. 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.

TESTING SERVICES

AMS Imaging, LLC. 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 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 identified 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 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.

1.9 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 Implementation Warranty period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.10 System Acceptance

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

STATE OF NEW HAMPSHIRE
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DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

1.1 AMS Imaging, LLC.'s Responsibility

AMS Imaging, LLC. shall maintain and support the system in all material respects as described in the applicable program documentation for three (3) years of maintenance after delivery and the warranty period as defined in *Exhibit K, Warranty and Warranty Services.*

1.1.1 Maintenance Releases

AMS Imaging, LLC. shall to assist the State in implementing the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to Hyland Software customers. During the warranty period these service shall be available to the State at no additional cost. After the termination of the warranty period AMS Imaging, LLC shall, at the State's request provide support services at the labor rates established in *Exhibit B, Table 4 Post Implementation Labor Rates.*

1.1.1 Custom Software Licenses N/A

1.1.2 Custom Software, Interfaces, and Patches N/A

2. SYSTEM SUPPORT

2.1 AMS Imaging, LLC.'s Responsibility

AMS Imaging, LLC. will be responsible for performing on-site support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

2.2 System Support Levels

2.2.3 Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, AMS Imaging, LLC. shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request;

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

For all Class A Deficiencies, AMS Imaging, LLC. shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request.

2.2.3 Class B & C Deficiencies

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

2.3 Support Contact Process and Information

2.3.1 Support Contact Process

When State requests AMS support the DCSS Project Manager shall contact the AMS personnel identified in Table 2.3.2 AMS Support Escalation Contact Information.

2.3.2 Support Contact Information

Table 2.3.2 AMS Support Escalation Contact Information

Sequence	Name	Phone Number	Email Address
1st Contact	Keith Erban	1-800-966-5738 x 239	kerban@amsimaging.com
2nd Contact	Dan Lesperance	1-800-966-5738 x 237	dlesperance@amsimaging.com
3rd Contact	Ed Amaral	1-800-966-5738 x 235	eamaral@amsimaging.com

3. SUPPORT OBLIGATIONS AND TERM

3.1.1 AMS Imaging, LLC. will guide the State with possible solutions to resolve issues to maintain a fully functioning Content Management System.

3.1.2 AMS Imaging, LLC. will use remote diagnostics technology to connect to the State's Enterprise Content Management Solution for troubleshooting, repair, upgrades, etc.

3.1.3 Should telephone, email, or remote diagnostics fail to remedy an issue, an AMS Imaging, LLC. Field Service Engineer will visit the customer within one business day in the event of an emergency and within two business days in the event of a non-emergency.

3.1.4 AMS Imaging, LLC. System support and maintenance shall commence upon the end of the warranty period through the end of the Term, June 30, 2014, and any extensions thereof.

4. SUPPORT INCIDENT DATA COLLECTION

4.1 Records

AMS Imaging, LLC. shall maintain a record of the activities related to warranty repair or maintenance and support activities performed for the State. For all maintenance service calls, AMS Imaging, LLC. 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; and
8. Issue identified by.

4.2 System Monitoring

AMS Imaging, LLC. shall work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

1. Mean time between reported Deficiencies with the System;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat System problems.

5. SUPPORT AND MAINTENANCE SERVICES COVERAGE

AMS Imaging, LLC. agrees to maintain, repair, and correct deficiencies in the Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the Support and Maintenance terms and requirements, including without limitation, correcting all Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and documentation.

Support and Maintenance Services shall include the following:

a. Maintain the Hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including upgrades and fixes as required;
b. Repair or replace the Hardware or Software, or any portion thereof, so that the Solution operates in accordance with the Specifications, Terms and Requirements of the Contract;
c. Maintain a record of the activities related to repair or maintenance activities performed for the State.
d. 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; and
    8. Issue identified by.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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EXHIBIT H
CONTRACTOR RESPONSES

1. AMS Imaging, LLC Proposal Responses

1.1 AMS Imaging, LLC. shall provide a fully operational Software Solution with the following functionalities and technical attributes:

Table 1.1 AMS Imaging, LLC. Responses to RFP Functional Requirements

REQ #	FUNCTIONAL REQUIREMENTS	PROPOSED SOLUTION SATISFIES
F-1	Electronically store in soft copy host application generated	Y
F-2	Electronically store user output generated from user PCs using MS Office and Lotus Notes email.	Y
F-3	Electronically store in soft copy scanned documents.	Y
F-4	Electronically store emails sent and received.	Y
F-5	All documents are to be electronically saved in case files with six predefined sections for particular types of documents	Y
F-6	DCSS anticipates indexing documents using Case, ID, document type and date but will consider alternate indexing	Y
F-7	Provide users with MS Windows type vehicle for retrieving stored documents from storage folders via existing user PCs.	Y
F-8	Provide administrator configurable directories for filing of stored documents.	Y
F-9	Provide for uploading of: Documents to the document repository and Data from scanned document to NECSES. DCSS requires that the Software include support for optical character recognition functionality. However, full implementation of this feature is envisioned as a future enhancement and is not part of this current phase.	Y
F-10	Provide application based functionality to manage both real time and scheduled uploading of scanned data and documents.	Y

F-11	Provide workflow capability offering routing of documents and worker alert upon receipt of incoming documents. Note! DCSS is prepared to supply the Vendor's application with an index linking cases to workers.	Y
F-12	Provide within the proposed Solution document viewing, annotation and editing with version control.	Y
F-13	Provide within the proposed Solution OLE document viewing capability.	Y
F-14	Provide within the proposed Solution redaction of content of images with version control.	Y
F-15	Provide within the proposed Solution check-in/check-out capability, and revision history tracking.	Y
F-16	Provide within the proposed Solution the following views: Thumbnail, Tiles, Icons, List and Details.	Y
F-17	Provide within the proposed Solution a full range of content search and display capabilities including index searches, wildcard and range search, full-text search, and cross-application queries and document property searching.	Y
F-18	Provide within the proposed Solution configurable query result sorting capability.	Y
F-19	Provide within the proposed Solution data value security at field level for control of access to documents.	Y
F-20	Provide within the proposed Solution support for twain-compliant scanners.	Y
F-21	Provide within the proposed Solution automatic download of active-x plug-in viewer.	Y
F-22	Provide within the proposed Solution support for current versions of Microsoft Internet Explorer.	Y
F-23	Provide within the proposed Solution configurable cross-referencing allowing predetermined sequenced viewing of associated documents.	Y
F-24	Provide within the proposed Solution configurable custom-query design tool for authorized users.	Y

F-25	Provide the capability of allowing workers to add additional text via their computer before printing selected NECSES and other source forms with the resulting final text saved as well as printed with appropriate version controls	Y
F-26	The proposed Solution must include recommended back-up procedures for database and image storage library with appropriate knowledge transfer and training.	Y
F-27	The Solution must include a workflow management component integrating document events to trigger specified actions. Examples of common workflows are noted in Section C-1: *Requirements for DCSS ECM.*	Y
F-28	The Solution must include five years of post deployment Vendor support and maintenance including but not limited to Patches, Upgrades and unanticipated problems as specified in RFP Section 6.12: Ongoing Maintenance and Support Levels and Section 6.14: Warranty.	Y
F-29	The Solution must efficiently support DCSS operations for the numbers of people and locations specified in Table A-2.a, including: Adequate quantities of hardware and Sufficient software licenses	Y
F-30	The Solution must have the capability to accept and store output from the New England Child Support Enforcement System as well as data and images from external applications.	Y
F-31	The Solution must include features offering the opportunity to minimize data entry activity during indexing.	Y
F-32	The Vendor's Solution must include support Services to image existing history files stored in the State's specified file structure.	Y

Table 1.2 AMS Imaging, LLC. Responses to RFP Technical Requirements

REQ	TECHNICAL REQUIREMENTS	PROPOSED SOLUTION STATUS
T-1	The Solution must operate in a multi-user network environment.	Y

T-2	The Solution must be fully scalable, flexible, and up gradable to accommodate expansion with all migration paths fully documented and supported.	Y
T-4	The Solution must conform to current industry standards in storage media, application development, and database design.	Y
T-5	The Solution must have capability to import/export to any ODBC/ODMA compliant databases for host environment updates and synchronization.	Y
T-6	The Solution must include all application utilities, tools, and Documentation required to configure the application providing the State users with the ability to deploy new forms, authorize users and permissions and develop new workflows.	Y
T-7	The Solution must provide the capability to store and retrieve all types of standard file types including scanned images from paper, film or fiche, digital photography, color and grayscale, video, voice, pc generated electronic files from other application software, and C.O.L.D./ERM files. E-mail & e-mail attachments must also be supported. These files must be managed within one virtual electronic folder for transparent assembly and transmission to end-user.	Y
T-8	The Solution must be compatible with open drive letter storage and Universal/Uniform Naming Convention paths for all electronic archives, output devices, and disk management systems.	Y
T-9	The State prefers a web-based content management Solution but will consider other architectures.	Y
T-10	Proposed Solution must provide automatic version control allowing redaction and modification of stored documents with a new file name applied to the modified document and with the preservation of the original in its original form and format.	Y
T-11	Proposed Solution must be compatible with common RDBMS products, ORACLE is preferred.	Y

T-12	The Solution provides and interface using GUI Interface Technologies	Y
T-13	The Solution must optimize and minimize network traffic in the initial scanning, editing and review process prior to storage. The State does not want to have documents scanned in District Offices being stored centrally using the WAN, recalled for editing and review over the WAN and then store the updated document over the WAN. Rather the document should be stored at the scanning location for review and editing prior to being transmitted over the WAN traffic and committed to the database.	Y
T-14	The Solution should store documents in an optimized format. Since storage is a concern, DCSS requires Vendors to provide the size in kilobytes of an image of the blank State of New Hampshire Proposal Transmittal Form Letter (1 page), which is located in Section 4.19.2 of this document. Vendors are to determine this figure using the recommended components of their proposed Solution.	Y Tiff @ 200 d.p.i.=34 Kb Tiff @ 300 d.p.i. =53 Kb Same for PDF
T-15	The Solution must be able to be administered by the State staff.	Y
T-16	The Solution must utilize commonly available hardware components for server and storage requirements.	Y
T-17	The Solution should be able to use optical or other removable storage technologies for archiving documents.	Y

Table 1.3 AMS Imaging, LLC. Responses to RFP Security Requirements

REQ #	SECURITY REQUIREMENTS	PROPOSED SOLUTION SATISFIES
S-1	The Solution must verify the identity or authenticate all of its human or electronic users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services	Y
S-2	Enforce unique user names.	Y

S-3	Enforce complex passwords of ten characters or more in accordance with DoIT's statewide *User Account and Password Policy*.	Y
S-4	Encrypt passwords in transmission and at rest within the database.	Y
S-5	Expire passwords after a definite period of time	Y
S-6	Ability to authorize and manage the number of people that can grant or change authorizations	Y
S-7	Ability to enforce session timeouts during periods of inactivity.	Y

Table 1.4 AMS Imaging, LLC. Responses to RFP Vendor Requirements

REQ. #	VENDOR REQUIREMENTS	PROPOSED SOLUTION CAPABILITIES
V-1	Vendor must be an established document management integrator, with extensive experience in document management technologies and the electronic records management industry.	Y
V-2	Vendor must provide all pre and post sales support.	Y
V-3	Vendor must maintain a staff of factory trained & certified service technicians and industry certified document imaging architects-(CDIA)	Y
V-4	Certified service technicians must be available on-site for hardware repairs within two (2) hours of priority Service calls (Class A Deficiency) and four (4) business hours for second tier Service calls (Class B and C Deficiencies), as more fully described in V-5, below.	Y

V-5	**The State shall classify deficiencies as follows:** **Class A Deficiencies (Telephone Support)** For all Class A Deficiencies, the Vendor shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an e-mail / telephone response within two (2) hours of request; **Class A Deficiencies (On-site or Remote Support)** For all Class A Deficiencies, Vendor shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request; and **Class B & C Deficiencies** For all Class B & C Deficiencies the State will notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back, within forty eight (48) hours of notification, of planned corrective action	Y
V-6	Vendor must be able to provide custom programming, custom application design, custom template/form design and development if required, and full System Implementation with certified specialists employed by Vendor.	Y
V-7	The Vendor must be able to provide, manufacturer certified maintenance if required.	Y
V-8	Vendor must provide complete delivery, installation, integration, implementation, and training for a multi-user, enterprise-wide, document management Project..	Y
V-9	Vendor must offer follow-up training for both end-users and administrators of document management System.	Y
V-10	Vendor must provide all documentation relative to their Solution.	Y
V-11	Vendor must be capable of installing and supporting large-scale Systems and provide all necessary resources to maintain specified Service and technical support response times.	Y

V-12	Vendor must provide confidential list of local/regional references which represent a cross-section of industries, both private and public sector and who have implemented similar document management projects of varying size, scope, and configuration.	Y
V-13	Vendor must be able to provide all backfile scanning Services, if required, including pick-up and delivery of documents, scanning / processing, quality control, disk and database upload to network document management System, and back-up/copy Services of data and images.	Y

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
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EXHIBIT I
WORK PLAN

AMS Imaging, LLC.'s Project Manager and the State Project manager shall finalize the Work Plan within five days (5) 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 AMS Imaging, LLC.'s plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of AMS Imaging, LLC. and the State Project Managers.

The preliminary Work Plan created by AMS Imaging, LLC. and the State is set forth at the end of this Exhibit.

In conjunction with AMS Imaging, LLC.'s Project Management methodology, which shall be used to manage the Project, the AMS Imaging, LLC. team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and AMS Imaging, LLC. team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with AMS Imaging, LLC.'s Work Plan and shall utilize MS Project to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the AMS Imaging, LLC. and the State Project Managers.

I. ASSUMPTIONS

A. General

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

B. Logistics

- The AMS Imaging, LLC. Team shall perform this project at State facilities.
- The AMS Imaging, LLC. Team shall work days and hours as described in *Exhibit D, Implementation Services*
- The State shall provide adequate facilities for the AMS Imaging, LLC. Team, including PCs, phones, telecommunications and access to any necessary internal State networks and/or software (within State standards). A physical workspace with the items mentioned above, shall be provided. Convenient access to a printer,

a copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the AMS Imaging, LLC. Team and shall be available when the Project begins.

C. **Project Management**

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

D. **Technical Environment and Management**

- The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
- The State shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, system/integration testing, acceptance testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.
- The State's hardware operating environment and supporting software shall meet AMS Imaging, LLC. certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- AMS Imaging, LLC. team shall implement OnBase Version 9.2, with the most current Builds as of the Contract Start Date.
- AMS Imaging, LLC. will lead an effort, including the State of New Hampshire Operations team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to AMS Imaging, LLC. and State of New Hampshire teams building of the environment.

- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

The AMS Imaging, LLC. Team implement the functionality required to load documents to the OnBase application.

Activity Description	The conversion must achieve successful loading and filing of the following document types to the DCSS Document Repository: • Documents released from Kofax • Documents generated from NECSES via RAPS, • Documents generated from NECSES via Jetforms, • Documents generated from PC based office automation applications, • Documents generated from Lotus Notes, • Documents generated from New Heights, and • Backfile imaged documents.
AMS Imaging, LLC. Team Responsibilities	For conversions and interfaces, the AMS Imaging, LLC. team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

F. Project Schedule

The requirements, implementation and post implementation support dates are defined in Exhibit E, Implementation Services.

G. Reporting

AMS Imaging, LLC. shall conduct weekly status meetings, and provide reports that include, but are not limited to, project status, minutes, action items, test results and Documentation.

H. User and Technical Training

- The AMS Imaging, LLC. Team shall lead the development of the end-user, application administrator and server administrator training plan as described in *Exhibit L, Training Services.*

I. Performance Testing

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

2. ROLES AND RESPONSIBILITIES

A. AMS Imaging, LLC. Team Roles and Responsibilities

1) AMS Imaging, LLC. Team Project Executive

The AMS Imaging, LLC. Team's Project Executives (AMS Imaging, LLC. 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 AMS Imaging, LLC. Team Project Manager and the State's Project leadership on the best practices for implementing the AMS Imaging, LLC. Software Solution within the State. The Project Executive shall participate in the definition of the project plan and provide guidance to the State's Team.

2) AMS Imaging, LLC. Team Project Manager

The AMS Imaging, LLC. 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 AMS Imaging, LLC. Implementation Team. The AMS Imaging, LLC. Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign AMS Imaging, LLC. Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all AMS Imaging, LLC. Team members;
- Provide WEEKLY and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;

- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) **AMS Imaging, LLC. Team**
The AMS Imaging, LLC. Team shall conduct analysis of requirements, validate the AMS Imaging, LLC. Team's understanding of the State business requirements and perform business requirements mapping:

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

4) **AMS IMAGING, LLC Team**
The AMS Imaging, LLC. team shall assume the following tasks:

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

B. State Roles and Responsibilities

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

1) **State Project Manager**

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

- Plan and conduct a kick-off meeting with assistance from the AMS Imaging, LLC. team;
- Assist the AMS Imaging, LLC. Project Manager in the development of a detailed Work Plan;
- Identify and secure the State project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State project team members assigned to the project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform the AMS Imaging, LLC. Project Manager of any urgent issues if and when they arise; and
- Assist the AMS Imaging, LLC. team staff to obtain requested information if and when required to perform certain project tasks.

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

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

- Assist in training end users in the use of the AMS Imaging, LLC. Software Solution and the business processes the Application supports.

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

- Attend technical training as necessary to support the project;
- Assist the State and AMS Imaging, LLC. Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the AMS Imaging, LLC. Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's project development and production environments;
- Work in partnership with the AMS Imaging, LLC. and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor deliverable and it will be expected that AMS Imaging, LLC. will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at WEEKLY project meetings.

4) **State Application DBA (DoIT)**
The role of the State Application DBA(s) is to work closely with the AMS Imaging, LLC. Team to install and maintain the Application environments throughout the duration of the project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the implementation project:

- Acquire in-depth technical knowledge of DBA responsibilities, if the DBA has not already done so;
- Work with the AMS Imaging, LLC. to finalize machine, site, and production configuration;
- Work with the AMS Imaging, LLC. to finalize logical and physical database configuration;
- Work with the AMS Imaging, LLC. to install the AMS Imaging, LLC. tools, and AMS Imaging, LLC. Applications for the development and training environment;
- Work with the AMS Imaging, LLC. to clone additional application instances as needed by the application teams;

- Work with the AMS Imaging, LLC. upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the AMS Imaging, LLC. and the Application teams to establish and manage an instance management plan throughout the project;
- Work with the AMS Imaging, LLC. to establish and execute backup and recovery procedures throughout the project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the project;
- Perform routine AMS Imaging, LLC. Application monitoring and tuning;
- Work with the AMS Imaging, LLC. to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new AMS Imaging, LLC. Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) **State Network Administrator (DoIT)**
The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

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

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

- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

AMS Imaging, LLC. will supply the software products identified in this contract.

4. CONVERSIONS

The following identify the conversions within the scope of this Contract.

A. Conversion Testing Responsibilities

- The AMS Imaging, LLC. Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the project specifics, test the business process, and compare with the documented expected results.
- The AMS Imaging, LLC. Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The AMS Imaging, LLC. Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the AMS Imaging, LLC. Teams, shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the AMS Imaging, LLC. Teams shall jointly verify and validate the accuracy and completeness of the conversions for acceptance testing and production.

5. INTERFACES

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

Table 5.1: In-Scope Interfaces

Table 5.1, In-Scope Interfaces lists the several document originating entities.

Interface	Responsible Party	Description
[redacted]	AMS Imaging, LLC.	Accept images released from Kofax and logically file them in the DCSS defined data structures
[redacted]	AMS Imaging, LLC.	Accept images released from RAPS and logically file them in the DCSS defined data structures
[redacted]	AMS Imaging, LLC.	Accept images released from Jetforms and logically file them in the DCSS defined data structures
[redacted]	AMS Imaging, LLC.	Accept images released from Office automation applications and logically file them in the DCSS defined data structures
[redacted]	AMS Imaging, LLC.	Accept images released from Lotus Notes and and logically file them in the DCSS defined data structures
[redacted]	AMS Imaging, LLC.	Accept images released from New Heights and and logically file them in the DCSS defined data structures

A. **Interface Responsibilities**

- The AMS Imaging, LLC. Team shall provide the State AMS Imaging, LLC. Application Data requirements and examples, of data mappings and interfaces implemented on other projects. The AMS Imaging, LLC. Team shall identify the APIs the State should use in the design and development of the interface.
- The AMS Imaging, LLC. Team shall lead the State with the mapping of legacy data to the AMS Imaging, LLC. Applications.
- The AMS Imaging, LLC. Team shall lead the review of functional and technical interface specifications.
- The AMS Imaging, LLC. Team shall assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.
- The AMS Imaging, LLC. Team shall document the functional and technical specifications for the interfaces.
- The AMS Imaging, LLC. Team shall create the initial test plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The AMS Imaging, LLC. Team shall develop and Unit Test the interface.
- The State and the AMS Imaging, LLC. Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.

- The State and the AMS Imaging, LLC. Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- 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.

6. WORKFLOW DEVELOPMENT AND IMPLEMENTATION

To address the State's requirements, the AMS Imaging, LLC. Team shall develop, document and implement the following workflows. The following Table 6.1 identifies the workflows that are within the scope of this Contract.

Table 6.1: Modifications – AMS Imaging, LLC. Developed

Requirement	Enhancement Description
[redacted]	Upon receipt of a Post Office Verification Form, it needs to be saved to the associated case. When the party in question is associated to multiple cases, the form needs to be saved to each case. In addition, the worker associated with each case must be alerted.
[redacted]	Upon completion of certain predefined activities, the Solution must alert the Legal Unit that the case is ready for its action.
[redacted]	Upon receipt of a court order and its saving to the document repository the assigned District Office worker must be alerted that an obligation has been established and the case is ready for enforcement.

7. PRELIMINARY WORK PLAN

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

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Start	Finish
Requirements Definition and Refinement	9/1/2010	9/30/2010
Software Installation and Configuration	9/1/2010	10/31/2010
Test pilot system on network	10/15/2010	10/22/2010
Deliver, install and test all District & Central Office scanners and scan software	10/1/2010	10/29/2010
Test functionality of all modules	9/23/2010	10/4/2010
Test functionality of all workflows	10/252010	10/29/2010
Training End Users and Technical Staff	10/25/2010	10/29/2010

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT I
WORK PLAN

Imaging of Backfile Documents	11/15/2010	4/29/2011
Loading Backfile Images to Document Repository	As Imaged	
Deploy in production	11/1/2010	11/5/2010
Post deployment on-site support	11/8/2010	11/12/2010

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT J
SOFTWARE LICENSE AND RELATED TERMS ("License")

1. LICENSE GRANT

(A) Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, AMS Imaging, LLC. hereby grants to the State a worldwide, perpetual, non-assignable, non-exclusive limited license to use the Software, in machine-readable object code form only, solely for use as follows: (a) by the State internally, and only for capturing, storing, processing and accessing the State's own data; (b) by other State of New Hampshire government entities involved in administration of State programs, for capturing, storing, processing and accessing the State's own data (each, a "Permitted User"); or (c) by a third party contractor ("Contractor") retained by the State as a provider of services to the State, and only by the Contractor for capturing, storing, processing and accessing the State's own data in fulfillment of the Contractor's contractual obligations as such third party service provider to the State. The State further agrees that, in connection with any use of the Software by any Permitted User or Contractor, the Software shall not be copied and installed on additional servers unless the State has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software Client licenses purchased by the State.

(B) All Permitted User(s) and Contractor(s) shall use the Software only in compliance with all of the provisions of this License. The State agrees that it shall be responsible for compliance with this License by all Permitted User(s) and Contractor(s). The State expressly agrees to indemnify AMS Imaging, LLC from and against all claims, liabilities, losses damages and costs, including reasonable attorneys' fees and court costs, suffered or incurred by AMS Imaging, LLC arising from any breach by any Permitted User or Contractor of any provisions of this License.

(C) The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. The State shall not make any use of the Software in any manner not expressly permitted by this EULA.

(D) The State acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. The State is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless AMS Imaging, LLC has given its prior written consent to the State's use of such other software and the State has paid to AMS Imaging, LLC the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with AMS Imaging, LLC or its suppliers licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(E) The State shall be entitled to use one (1) production copy of each Software module licensed. In addition, the State shall be entitled to license: one (1) additional copy of the Software licensed in the State's production environment for customary remote disaster recovery purposes ("Disaster Recovery System"); and a reasonable number of copies of the Software licensed in the State's production environment to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by the State under this Contract, and training the State's employees on the Software ("Test Systems"). AMS IMAGING, LLC MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION ENVIRONMENT AND PROVIDES THE SOFTWARE "AS IS." The parties acknowledge that the Software used in the Test Systems consists of the same software code base as the Software used in Customer's production environments. The State's sole recourse in the event of any dissatisfaction with any Software used in any non-production environment is to stop using such Software and return it to AMS Imaging, LLC. The State shall not make additional copies of the Software not specifically authorized in this paragraph (E).

(F) The State may not make any use of the Disaster Recovery System in a production environment concurrently with the operation of any other copy of the Software in a production environment.

(G) From time to time AMS Imaging, LLC or its suppliers may make "beta" copies of prospective new versions of the Software or of potential new OnBase Information Management System software modules ("Beta Software") available for the State's use in the Test Systems; and the State may elect to license and use the Beta Software in the Test Systems. THE STATE ACKNOWLEDGES AND UNDERSTANDS THAT ANY BETA SOFTWARE IS A PRE-RELEASE VERSION ONLY, MAY BE STILL UNDERGOING TESTING AT AMS IMAGING, LLC OR ITS SUPPLIERS AND IS NOT A AMS IMAGING, LLC OR ITS SUPPLIERS COMMERCIALLY RELEASED PRODUCT. Except for the provisions regarding warranties and maintenance of the Software, which shall not apply with respect to any Beta Software, the State acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this License. Notwithstanding anything to the contrary, as to any Beta Software, this Licenseand the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of AMS Imaging, LLC or its suppliers commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, the State immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit AMS Imaging, LLC or its suppliers to deactivate the Beta Software. The expiration or termination of this License as to any Beta Software shall not affect the continuation of this License as to any other Software that has been licensed and is in use by the State in accordance with the terms of this License.

(H) From time to time the State may elect to evaluate certain OnBase Information Management System software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for the State's use in the State's Test Systems. Except for the provisions regarding warranties and maintenance of the Software, which shall not apply with respect to any Evaluation Software, the State acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this License. Notwithstanding anything to the contrary, as to any Evaluation Software, this License and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in the State's Test Systems; or (2) immediately upon the delivery of written notice to such effect by AMS Imaging, LLC to the State. Upon expiration or other termination of such period, the State immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit AMS Imaging, LLC or its suppliers to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such Software to AMS Imaging, LLC , and confirm in writing to AMS Imaging, LLC or its suppliers that such Evaluation Software is added as additional Software licensed for the State's use in its production environment and (other permitted environments) under this License. The termination of this License as to any Evaluation Software shall not affect the continuation of this License as to any other Software that has been licensed and is in use by the State in accordance with the terms of this License.

(I) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that the State elects not to purchase a license to for use in the State's production environment under this License, the State agrees that it will provide to AMS Imaging, LLC or its suppliers remote access to the State's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting AMS Imaging, LLC or its suppliers to deactivate such Beta Software or such Evaluation Software.

(J) The State may not assign, transfer or sublicense all or part of this License without the prior written consent of AMS Imaging, LLC; provided that AMS Imaging, LLC agrees that such consent shall not be unreasonably withheld in the case of any assignment by the State of the License in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of the State's assets that assumes in writing all of the State's obligations and duties under this License.

2. DOCUMENTATION

AMS Imaging, LLC. shall provide the State with Software Documentation.

AMS Imaging, LLC. shall provide the State with the number of licenses specified in Exhibit B Price And Payment Schedule tables along with hard copy versions of the Software's associated Documentation and one (1) electronic version of the Documentation in Microsoft WORD and PDF format. The State agrees to include copyright and proprietary notices provided to the State by AMS Imaging, LLC. on the copies.

3. RESTRICTIONS

The State shall not:

a. Remove or modify any Software markings or any notice of AMS Imaging, LLC.'s or its suppliers proprietary rights;
b. Make the Software or Documentation 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 or the attempt to derive source code from the Software.
d. Alter or modify the Software or Documentation.
e. Prepare derivative works from the Software or Documentation.

4. TITLE

Hyland Software, Inc. and its suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to the State. The State agrees that nothing in this License or associated documents gives it any right, title or interest in the Software; except for the limited express rights granted in this License. AMS Imaging, LLC agrees that it has all necessary rights to grant the license to the Software under the terms contained in this License.

5. SOFTWARE ESCROW

Hyland Software, Inc. is a party to a Source Code Escrow Agreement #5040 (the "Escrow Agreement") with National Software Escrow, Inc., an Ohio corporation, a copy of which has been provided to the State. During the term of the contract, AMS Imaging, LLC. shall pay on behalf of the State, such annual user fees as required in Exhibit B of the Escrow Agreement. If and so long as AMS Imaging, LLC, on behalf of the State, pays all appropriate fees in accordance with the Escrow Agreement, the State will be a "Licensee" under and as defined in the Escrow Agreement, as modified between Hyland, National Software Escrow, Inc. and the State pursuant to the terms of the (date) Addendum to the Escrow Agreement Upon any release of the "Source Code" for the Software thereunder the State is granted a license to use the Source Code delivered thereunder by the escrow agent solely internally and for the purposes of continuing the benefits accorded to the State under this License and Exhibit G related to maintenance and support of the Software.

6. VIRUSES

AMS Imaging, LLC warrants that, at the time of delivery to the State, the Software does not contain any routines, codes or instructions ("Unauthorized Code") that are designed to permit unauthorized access to or intrusion upon, disabling or disruption of, erasure of or interference with the Software or the State's hardware, other software or data. Provided that the State notifies AMS Imaging, LLC, or AMS Imaging, LLC becomes aware, of the presence of any Unauthorized Code in the Software and AMS Imaging, LLC, in the exercise of its commercially reasonable judgment, confirms the presence of such Unauthorized Code, AMS Imaging, LLC's sole

obligation and the State's sole remedy will be for AMS Imaging, LLC to use its commercially reasonable efforts to promptly repair or replace the Software containing the Unauthorized Code. THIS SECTION 6 IS AN ADDITIONAL LIMITED WARRANTY BY AMS IMAGING, LLC TO THE STATE UNDER THE CONTRACT AND IS NOT SUBJECT TO OR LIMITED BY THE WARRANTY DISCLAIMER SET FORTH IN THE CONTRACT.

7. AUDIT

Upon forty-five (45) days written notice, AMS Imaging, LLC. may audit the State's use of the programs at AMS Imaging, LLC.'s sole expense. The State agrees to cooperate with AMS Imaging, LLC.'s audit and provide reasonable assistance and access to information. The State agrees that AMS Imaging, LLC. shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, AMS Imaging, LLC.'s audit rights are subject to applicable State and federal laws and regulations.

8. NON-INFRINGEMENT

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

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

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

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

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

LLC.'s user Documentation or if the State uses a version of the Material which has been superceded, 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. AMS Imaging, LLC. 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 AMS Imaging, LLC.. AMS Imaging, LLC. 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 AMS Imaging, LLC. without AMS Imaging, LLC.'s consent.

9. TERMINATION

Notwithstanding anything to the contrary in this Contract, except in the case of a breach or failure to comply by the State with any of the provisions of Section 3 of this License with respect to which the State shall have no right to cure a breach or non-compliance and AMS Imaging, LLC may terminate this License immediately upon written notice to such effect to the State), AMS Imaging, LLC may terminate this License if the State breaches or fails to comply with any provision of this License) and AMS Imaging, LLC first gives written notice to the State of the breach or non-compliance with this License, which notice shall specify in reasonable detail such breach or non-compliance, and the State fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice. In addition, the License shall automatically terminate upon any termination of the Contract. Upon termination of the License for any reason, including, but not limited to, as specified in this Section 9 or in the event the Contract is terminated, the State shall immediately (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation and any HASPs to AMS Imaging, LLC or its suppliers, or (2) with the prior permission of AMS Imaging, LLC, destroy the Software, Documentation and any HASPs and certify in writing to AMS Imaging, LLC that the State has completed such destruction. The obligations of the State under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this Contract shall survive any termination.

10. U.S. GOVERNMENT END USERS

The terms and conditions of this License shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this License and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to AMS Imaging, LLC or its suppliers. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this License, as stated in DFARS 227.7202, and the terms of this License shall supersede any conflicting contractual term or conditions.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT J
SOFTWARE LICENSE AND RELATED TERMS ("License")

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Software

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

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

1.2 Compatibility

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

1.3 Services

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

1.4 Personnel

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

2. WARRANTY SERVICES

AMS Imaging, LLC. agrees to maintain, repair, and correct Deficiencies in the Solution, 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

STATE OF NEW HAMPSHIRE
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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

Requirements of the Contract, including, without limitation, correcting all errors, and defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

a. Maintain the Solution and Products in accordance with the Specifications, Terms and Requirements of the Contract;
b. Repair or replace the Solution and Products or any portion thereof so that the Solution operates in accordance with the Specifications, Terms and Requirements of the Contract;
c. AMS Imaging, LLC. shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
d. On-site additional Services within four (4) business hours of a request;
e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
f. For all Warranty Services calls, AMS Imaging, LLC. shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information; 6) resolved by 7) identifying number i.e. work order number; 8) issue identified by;
g. AMS Imaging, LLC. must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by AMS Imaging, LLC. 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 AMS Imaging, LLC. fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the AMS Imaging, LLC. in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the AMS Imaging, LLC's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the AMS Imaging, LLC. of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

3. **WARRANTY PERIOD**

The Warranty Period shall commence with the State's issuance of a Letter of Acceptance for the UAT and extend for ninety (90) days.

If within the last thirty (30) calendar days of the Warranty Period, the Solution fails to operate as specified, the Warranty Period will cease, AMS Imaging, LLC. shall correct the Deficiency, and a new thirty (30) day Warranty Period will begin. Any further Deficiencies with the Solution must be corrected and run fault free for thirty (30) consecutive calendar days.

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EXHIBIT L
TRAINING SERVICES

A. TRAINING

Training in the maintenance and use of OnBase will consists of the following:

- "Hands-on" Implementation Participation from AMS
- Classroom Courses from AMS
- Web-centric courses from Hyland Software
- Classroom Courses from Hyland Software

1. Web-Centric Courses from Hyland Software

1.1 Prior to implementation State System and Application Engineers will take the following, no cost, web-based classes from Hyland Software to gain familiarity with ECM and system concepts:

- Introduction to Document Imaging
- Pre-Installation Overview
- Disconnected Scanning

1.2 AMS Imaging recommends that once the system has been installed and the team is familiar with the general workings of the OnBase Software, we suggest the Administrators take the following no-cost web-based classes:

- Database Reporting
- EDM Services
- End User Training (Thick Client)
- End User Training (Web Client)
- Preparing for Workflow
- Virtual Print Drive

2. On-Site Classroom Training

2.1. AMS will provide a formal training class for system and application administrators during the project to cover the following topics:

- Fundamental product overview
- Review system architecture including physical and software components
- Overview of the NH Child Support implementation
- Platter Management including volume backups and volume deletions
- User and User Group Security Administration
- Document Lock Administration
- Document Maintenance
- Troubleshooting techniques/tips and tricks

3. End User Training

In order to allow DCSS to integrate ECM training into business operations training, a Train-the-trainer approach will be employed. AMS Imaging, LLC. will:

- Train the DCSS Training Coordinator as well as selected key staff from each district office.

- Prepare DCSS specific training materials showing "screen shots" of user OnBase screens to and "image-enabled" legacy system screens.
- Create sample files or documents to demonstrate functionality during training.
- Pre-load software and execute training scripts to validate functionality on all workstations.
- Ensure that State trainers will be able to conduct new training sessions as new employees or new features are added to the system, allowing the State to maintain continuity without assistance from AMS.
- Deliver online documentation in the form of a single, compiled HTML file. Each set of help documentation includes a table of contents, index, and search tab. Modular Reference Guides in PDF form are available for most modules and also include a table of contents. Online OnBase Help Files contain documentation on the entire breadth of the product.

4. **Classroom Training Via Hyland Software**
AMS will provide for State selected administrators to take the following combination of Hyland courses during the latter half of the implementation or in the six months after implementation:
   - System Administration (both administrators)
   - Advanced Administration (one administrator)
   - Workflow Design (one administrator)
   - Web Server (one administrator)

5. **DBA and Operations Personnel**
AMS will offer its Technical Administrator class for the Administrators, DBA and Operations Specialist in order for them to gain familiarity with the system and ECM concepts. AMS will work with these personnel, in one-on-one sessions to cover the daily\weekly\monthly database maintenance tasks for optimization, backup and restore procedures.

6. **Training Manuals and Documentation**
   - AMS will provide documentation of all aspects that are custom and specific to the implementation at NH Child Support. This will include system architecture, workflow lifecycles, administrative and maintenance tasks and system process flow.
   - AMS will provide vendor administration documentation specific to the implementation at NH Child Support. NH Child Support will also have access to the Hyland's user website which includes all technical documentation, release notes, training information, product blogs, user forums and more.
   - AMS will facilitate obtaining Hyland Software detailed Modular Reference Guides for each module offered. Modular Reference Guides include the following items:
     - High-level overview of the module
     - Requirements such as operating systems, database, etc.
     - Licensing requirements
     - Installation
     - Configuration & Usage
     - Special settings
     - Troubleshooting

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT M
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES RFP 2010-048
(WITH ADDENDA) INCORPORATED

NH DCSS Enterprise Document Management Solution RFP 2010-048, with all included addenda, are included by reference as binding deliverables to this contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

AMS Imaging, LLC's Enterprise Content Management Solution proposal in response to the Division of Child Support Services' RFP 2010-048 is incorporated herein by reference.

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DIVISION OF CHILD SUPPORT SERVICE
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CONTRACT 2010-048
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are :

1. Contractor's Certificate of Good Standing
2. Contractor's Certificate of Vote/Authority
3. Contractor's Certificate of Insurance
4. Worker's Compensation
5. HIPAA
6. Drug Free Workplace
7. Lobbying
8. Debarment
9. Americans with Disabilities Act
10. IRS Publication 1075 Exhibit 7
11. Software Escrow Agreement No 5040 For Hyland Software
12. ADDITIONAL "LICENSEE" REGISTRATION
13. Certification Regarding Environmental Tobacco Smoke

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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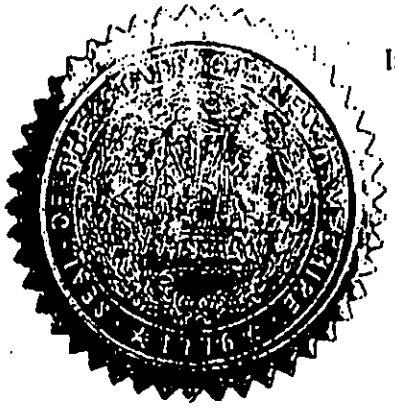
CERTIFICATES AND ATTACHMENTS

Contractor's Certificate of Good Standing

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 AMS Imaging, LLC, a(n) Rhode Island limited liability company registered to do business in New Hampshire on November 19, 2008. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April, A.D. 2010

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT O
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Contractor's Certificate of Vote/Authority

CERTIFIED RESOLUTION

I, James E. McKenney, the Sole Member of AMS Imaging, LLC, a limited liability company organized and existing under the laws of the State of Rhode Island (the "Company"), hereby certify: (i) that AMS Imaging, LLC is run by its Sole Member, (ii) that James E. McKenney is the Sole Member of AMS Imaging, LLC and (iii) that as such, James E. McKenney is not prohibited or limited by the articles of organization from binding the LLC.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this 19th day of July, 2010. The LLC has no seal.

James E. McKenney

DATE: 08/2/2010

AFFIDAVIT

James E. McKenney having been duly sworn, deposes and says as follows:

1. I am over eighteen years of age and understand the nature and obligations of an oath.

2. I am the Sole Member who represents AMS Imaging, LLC (the "Company"), a Rhode Island corporation.

3. I hereby certify that James E. McKenney is the only member of the Company and its 100% owner and that James E. McKenney is authorized to execute legal and binding documents in the name of and on the behalf of the Company with the State of New Hampshire, Department of Health and Human Services.

The foregoing is true to the best of my knowledge and belief.

James E. McKenney

STATE OF RHODE ISLAND)
) : ss.
COUNTY OF KENT)

Sworn and subscribed before me on this 2 day of August.

Notary Public

CHERYL A. ODOWD
Notary Public, Rhode Island
ID #751513
My Commission Expires 3/22/2014

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Contractor's Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

OP ID KT

DATE (MM/DD/YYYY): 08/17/10

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

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

PRODUCER
Christopher & Regan Ins Inc
1130 Ten Rod Road
Suite B202
North Kingstown RI 02852
Phone:401-295-7651 Fax:401-295-2875

CONTACT NAME: Kelley L. Turner, AIS
PHONE (A/C, No, Ext): 401-295-7651 FAX (A/C, No): 401-295-2875
E-MAIL ADDRESS: kelleyt@christopherreganinsurance.com
PRODUCER CUSTOMER ID #: AMSIM-1

INSURED
AMS Imaging, LLC
James McKenney
2670 Warwick Avenue
Warwick, RI 02889-4269

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Insurance	20478
INSURER B:	Continental Casualty	20443C
INSURER C:	Transportation Insurance	20494C
INSURER D:	Travelers Insurance CL	25658
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			4012267234	09/03/10	09/03/11	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Emp Ben.	$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			4012267783	09/03/10	09/03/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			4012269016	09/03/10	09/03/11	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			4012267430	09/03/10	09/03/11	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 500000
							E.L. DISEASE - EA EMPLOYEE	$ 500000
							E.L. DISEASE - POLICY LIMIT	$ 500000
D	EPLI			1051718 94LB	09/03/10	09/03/11	Aggregate	$1,000,000
							Deductibl	$10,000

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

CERTIFICATE HOLDER

State of New Hampshire
Bureau of Purchase & Property
% David Maggioncalda DHHS DCSS
25 Capitol Street 1st Floor
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

STATE OF NEW HAMPSHIRE
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STATE OF NEW HAMPSHIRE
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Worker's Compensation

CERTIFICATE OF LIABILITY INSURANCE

OP ID KT

DATE (MM/DD/YYYY): 08/17/10

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PRODUCER
Christopher & Regan Ins Inc
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Suite B202
North Kingstown RI 02852
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CONTACT NAME: Kelley L. Turner, AIS
PHONE (A/C, No, Ext): 401-295-7651 FAX (A/C, No): 401-295-2875
E-MAIL ADDRESS: kelleyt@christopherroganinsurance.com
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INSURER E:		
INSURER F:		

INSURED
AMS Imaging, LLC
James McKenney
2670 Warwick Avenue
Warwick RI 02889-4269

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Emp Ben.	$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			4012267783	09/03/10	09/03/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			4012269016	09/03/10	09/03/11	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			4012267430	09/03/10	09/03/11	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 500000
							E.L. DISEASE - EA EMPLOYEE	$ 500000
							E.L. DISEASE - POLICY LIMIT	$ 500000
D	EPLI			1051718 94LB	09/03/10	09/03/11	Aggregate	$1,000,000
							Deductibl	$10,000

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

CERTIFICATE HOLDER

State of New Hampshire
Bureau of Purchase & Property
& David Maggioncalda DHHS DCSS
25 Capitol Street 1st Floor
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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Health Insurance Portability and Accountability Act

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

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. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

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

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

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

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

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

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

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

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

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

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

(2) **Use and Disclosure of Protected Health Information**

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

b. Business Associate may use or disclose PHI:
(i) for the proper management and administration of the Business Associate;
(ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
(iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

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

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

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

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits

under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights 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, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to

comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

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

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

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

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

Division of Child Support Services	AMS IMaging, LLC.
State of New Hampshire Agency Name	Contractor Name
Director, Division of Child Support Services	Sole Member, AMS Imaging, LLC.
August 5, 2010	August 5, 2010

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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Drug Free Workplace

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
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NH Department of Health and Human Services

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 futher agrees to have the Contractor's representative identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS 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 USC 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 03301-3857

Certification Regarding Drug-Free Workplace Requirements
(Instructions for Certification)

1. By signing and/or submitting this contract or grant agreement, the contractor or grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant or contract. If it is later determined that the grantee or contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees or contractors other than individuals, Alternate I applies.

4. For grantees or contractor who are individuals, Alternate II applies.

5. Workplaces under grants or contract, for grantees or contractors other than individuals, need not be identified on the certification. If known, they may be identified in the grant or contract application. If the grantee or contractor does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee or contractor must keep the identity of the workplace(s) on file in its office and

make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantees' or contractor's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant or contract, the grantee or contractor shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' or Contractor's attention is called, in particular, to the following definitions from these rules: *Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); *Conviction* means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee or contractor directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant or contract; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant or contract and who are on the grantee's or contractor's payroll. This definition does not include workers not on the payroll of the grantee or contractor (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's or contractor's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements
Alternate I. (Grantees Other Than Individuals)

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 or contractor's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
c) Making it a requirement that each employee to be engaged in the performance of the grant or contract 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 paragraph (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 or other designee 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 paragraph (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: 2670 Warrick Ave.
City: Warrick
State: Rhode Island
Zip code: 02889

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

Alternate II. (Grantees Who Are Individuals)

(a) The grantee or contractor certifies that, as a condition of the grant or contract, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant or contract;
(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer, contract manager, or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant or contract.

Company: AMS Imaging, LLC	Date: 8/5/10
Signature	Title Sole Member

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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Lobbying

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
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NH Department of Health and Human Services

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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.

Statement for Loan Guarantees and Loan Insurance The undersigned states, to the best of his or her knowledge and belief, that:

(1) If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Company: AMS Imaging, LLC.	Date: 8/5/10
Signature	Title Sole Member

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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Debarment

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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NH Department of Health and Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions Instructions for Certification

1. By signing and submitting this 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. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's 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 the department or agency 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, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal 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. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, 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 proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, ineligible, or voluntarily 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 List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--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 by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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 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 or 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;

(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.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. 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 meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

7. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. 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.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company: AMS Imaging, LLC.	Date: 8/5/10
Signature	Title: Sole Member

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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Americans with Disabilities Act

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
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CERTIFICATES AND ATTACHMENTS

NH Department of Health and Human Services

CERTIFICATION REGARDING

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the *General Provisions* agrees by signature of the Contractor's representatives as identified in Sections 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 the *Americans With Disabilities Act of 1990*.

Company: AMS Imaging, LLC.	Date: 8/5/10
Signature	Title: Site Manager

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
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IRS Publication 1075 Exhibit 7

IRS PUBLICATION 1075 EXTRACT 7, CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
(1) All work will be done under the supervision of the contractor or the contractor's employees.
(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
(6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.
III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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Software Escrow Agreement No 5040 For Hyland Software

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
CONTRACT 2010-048
EXHIBIT O
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NATIONAL SOFTWARE ESCROW, INC.
7985 MILL ROAD
BRECKSVILLE, OHIO 44141
(216) 546-9750

SOFTWARE ESCROW AGREEMENT NO. 5040

FOR

HYLAND SOFTWARE

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BRECKSVILLE, OHIO

NATIONAL SOFTWARE ESCROW, INC.
7900 MILL ROAD
BRECKSVILLE, OHIO 44141
(216) 546-9750

SOFTWARE ESCROW AGREEMENT

NUMBER 5040

This Escrow Agreement made as of this 19th day of October, 1994, among NATIONAL SOFTWARE ESCROW, INC., an Ohio Corporation, ("ESCROW AGENT") and HYLAND SOFTWARE, INC. ("HYLAND")

WHEREAS, HYLAND has and will license the OnBase Information Management System ("SOFTWARE") to end-users (LICENSEE) under HYLAND'S User Software License Agreement attached and incorporated herein as Exhibit A (the "License Agreement"), pursuant to which HYLAND has agreed to grant LICENSEE a license to use the SOFTWARE upon terms and conditions specified in the LICENSE AGREEMENT and,

WHEREAS, HYLAND has and will grants rights to companies to distribute the Software ("RESELLERS") and,

WHEREAS HYLAND desires not to disclose the Source Code and related documentation for the Software except upon certain specific terms and conditions and,

WHEREAS, to assure the continued availability and usefulness of the Software, HYLAND has agreed to establish and maintain in escrow the Source Code and documentation thereof,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

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1.0 DEPOSIT OF SOURCE CODE

1.1 HYLAND agrees to deposit and the ESCROW AGENT agrees to accept the Source Code for the Software as described in Exhibit A, attached hereto and made a part hereof. In addition, from time to time hereafter, HYLAND will deposit with the ESCROW AGENT all necessary and appropriate improvements, revisions, enhancements, or updates for the Source Code so that, at all times, the Source Code will correspond with the Software actually distributed to the LICENSEE or RESELLER. The ESCROW AGENT will issue to HYLAND a receipt for the initial Source Code deposit and for each subsequent deposit.

"Source Code" means only the Source Code as originally deposited, and all revisions, updates or improvements which relate to that original deposit. It is agreed that only a copy of the Source Code need be deposited with the ESCROW AGENT and that this Escrow Agreement relates only to the copy of the Source Code in the possession of the ESCROW AGENT. Nothing in this agreement shall be interpreted to deprive HYLAND of any right, title or interest in the Source Code. However, this agreement will be construed to effectuate its major purpose which is to allow the LICENSEE or RESELLER the continued benefit of the Software if HYLAND fails to perform its obligation as stated herein.

1.2 HYLAND represents and warrants that:

A. The material described in Form 1.1 attached hereto constitutes the Source Code and documentation of the Software described in Exhibit A.

B. The Source Code delivered to the ESCROW AGENT is in a form suitable for reproduction by computer equipment, and consists of a full source language statement of the Program or Software comprising the product.

C. HYLAND will promptly supplement the Source Code with all revisions, corrections, enhancements, or other changes so that the Source Code constitutes a human readable program for the current release of the Software to which this trust agreement relates.

D. The Source Code delivered to the ESCROW AGENT includes all necessary materials to permit a reasonably skilled third party programmer to recreate executable version(s) of the Software from the Source Code.

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1.3 ESCROW AGENT shall hold the Source Code in a secure, climatized facility and shall release the same upon the conditions hereinafter provided

2.0 RELEASE FROM ESCROW

2.1 The Escrow Agent is authorized to provide the LICENSEE or RESELLER access to the Source Code in the event of discontinuance of business activities by HYLAND, its successors or assigns

2.2 On the happening of the event described in Paragraph 2.1, the LICENSEE or RESELLER shall give written notice to the ESCROW AGENT and request access to the Source Code. The request shall identify the license or reseller agreement and this Escrow Agreement, shall specify the nature of the request, shall identify the Source Code with reasonable specificity, and shall request the delivery of a complete copy of the Source Code to the LICENSEE or RESELLER.

Upon receipt of the notice the ESCROW AGENT shall send a copy of the notice to HYLAND by certified or registered mail, return receipt requested. If HYLAND desires to dispute the notice, HYLAND shall, within thirty (30) days after receipt thereof, deliver to the ESCROW AGENT a sworn statement advising the ESCROW AGENT that it disputes the request to access to the Source Code.

If the ESCROW AGENT does not receive an affidavit from HYLAND stating that HYLAND does not believe the LICENSEE or RESELLER should have access to the Source Code, the ESCROW AGENT is authorized and directed to provide access to the Source Code to the LICENSEE or RESELLER.

3.0 DISPUTES

3.1 If HYLAND files the affidavit in response to the notice disputing the request of access to the Source Code, the following procedures shall be followed:

A. HYLAND and the LICENSEE or RESELLER shall meet, at an agreed upon time and place, each being prepared to negotiate in good faith for a reasonable settlement.

B. If the dispute cannot be resolved at this meeting, there shall be at least one other meeting, which meeting shall be attended by officers of the respective

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companies and a second attempt made to reach a mutually agreeable settlement.

The ESCROW AGENT shall sit in as a neutral observer in each of these two meetings.

C. If the dispute cannot be resolved at either of these two meetings there shall be an arbitration meeting at which the ESCROW AGENT shall act as the arbitrator. During this additional meeting each party shall have one hour to present the reasons which justify its position. After each party has presented its position, each party shall have an additional half hour for rebuttal or responding. After these presentations the ESCROW AGENT shall, within five business days, make a binding decision as to whether there has or has not been an event that justifies providing the LICENSEE or RESELLER access to the Source Code If the ESCROW AGENT determines that there is justification for providing access to the Software, it shall immediately give a copy of the Source Code to the LICENSEE or RESELLER, and if it determines that there is not justification for providing access to the Software, it shall continue to hold the Source Code for the benefit of HYLAND.

If either party elects to file any petitions in any court, the ESCROW AGENT shall, nevertheless, take the actions expressly stated hereunder, unless and until a court of competent jurisdiction renders a binding decision directing the ESCROW AGENT to take some other course of action. The ESCROW AGENT is directed to act in accordance with its determination as arbitrator and to be entirely protected from any adverse results of such actions even if a court should later determine their rights differently from the ESCROW AGENT or find some fault with the arbitration process

4.0 PAYMENT AND INDEMNIFICATION OF THE ESCROW AGENT

4.1 The ESCROW AGENT shall be entitled to payment for his services in accordance with Exhibit B, attached hereto and entitled "SOFTWARE ESCROW SYSTEM Price Schedule." That attachment exhibit shall set forth both the ESCROW AGENT'S fees as escrow agent and also, should the ESCROW AGENT be called upon to conduct meetings and/or to act as arbitrator, the fees for those services as well. HYLAND and the LICENSEE or RESELLER agree that all fees payable to the ESCROW AGENT, under the arbitration arrangement, shall be split equally

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between them, otherwise each shall pay their respective fees as listed on Exhibit B

The ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code or any of the additions. The ESCROW AGENT'S obligation shall be limited to providing the same degree of care for the Source Code as he maintains for his valuable documents and those of his customers lodged in the same location

The ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt, or other paper or document furnished to him not only in assuming its due execution, but also as to the truth of any information contained therein.

5.0 OWNERSHIP OF SOURCE MATERIAL

5.1 The legal owner of the tangible medium comprising the escrowed Source Code, but not the Source Code itself nor the documentation and other information embodied in such tangible medium, shall be ESCROW AGENT as soon as such material is received at ESCROW AGENT at all times until the Source Code is returned to HYLAND, subject only to the claims of HYLAND and LICENSEE or RESELLER herein.

5.2 ESCROW AGENT recognizes and acknowledges that ownership of the Source Code itself and any programmer documentation (together with all copyright rights and proprietary rights therein) shall remain with HYLAND at all times.

5.3 However the escrowed copy in possession of the ESCROW AGENT shall become the ESCROW AGENT'S property for the payment of $1.00 to HYLAND, to be used only for the fulfillment of this agreement between HYLAND and the LICENSEE.

6.0 TERMINATION

6.1 The ESCROW AGENT'S duties with respect to such Source Code shall terminate in any of the following events:

The delivery of the Source Code to the LICENSEE or RESELLER pursuant to Paragraph 2 of the Agreement

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If a copy of the Source Code is delivered to the LICENSEE pursuant to the procedures set forth in this Agreement, ESCROW AGENT'S duties with respect to such Source Code shall terminate on the date of such delivery. In the event the Source Code delivered to LICENSEE includes all licensed Software identified in Form 1.1, this Agreement shall also terminate on the date of such delivery. This Agreement may also be terminated by HYLAND two years after a termination of the License Agreement. In such an event HYLAND may obtain the return of the Source Code by furnishing the ESCROW AGENT with a written notice of termination. Such written notice must be signed by an authorized representative of the LICENSEE.

6.2 In the absence of written notice as referred to in Section 2.2 above the Escrow Agreement shall terminate and ESCROW AGENT shall return the Source Code to HYLAND, three months from the date of termination or expiration of the License Agreement. Such date of termination or expiration shall be specified in a written notice to ESCROW AGENT signed by both HYLAND and LICENSEE.

6.3 ESCROW AGENT shall be permitted to terminate this Escrow Agreement and return the Source Code to HYLAND for non-payment of its fee upon providing thirty-days written notice to LICENSEE and LICENSEE'S failure to cure such default.

7.0 GENERAL

7.1 Except as provided in this Agreement, ESCROW AGENT agrees that it shall not divulge or disclose or otherwise make available to any third person whatsoever, or make any use whatsoever of the Source Code without the express prior written consent of HYLAND

7.2 ESCROW AGENT shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transactions between HYLAND and LICENSEE or RESELLER other than for the performance of its obligations with respect to the Source Code held by it in accordance with this Agreement. The party on whose behalf, or pursuant to whose directions ESCROW AGENT acts, shall, indemnify and hold harmless ESCROW AGENT from any and all liability, damage, costs or expenses, including reasonable attorney's fees, which may be sustained or incurred by ESCROW AGENT as a result of taking of such action

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7.3 ESCROW AGENT HEREBY DISCLAIMS THE UNIFORM COMMERCIAL CODE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES OF ANY NATURE OR KIND.

7.4 ESCROW AGENT'S liability to HYLAND and LICENSEE or RESELLER shall be limited to the safe return of the Source Code to whichever is entitled to it by agreement between them, or pursuant to Article 2.0 of this Escrow Agreement. In no event shall ESCROW AGENT be liable for consequential or other damages to either HYLAND or LICENSEE or RESELLER. Damages shall be limited to (i) replacement of this Source Code media (e.g., blank tapes, cards or disks) and (ii) the sum of all escrow fees previously paid by LICENSEE and DEVELOPER under the terms of this Escrow Agreement.

7.5 This Escrow Agreement shall not be waived, amended, or modified except by written agreement of both parties hereto. Any invalidity in whole or in part of any provision of this Escrow Agreement will not affect the validity of any of its other provisions

7.6 All notices required to be given hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, to the parties at their respective addresses as indicated in this agreement or to such other address that shall be specified in writing in a notice to all of the other parties.

7.7 This Escrow Agreement shall be governed by the laws of the State of Ohio.

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ACKNOWLEDGED AND ACCEPTED

NATIONAL SOFTWARE ESCROW, INC. ("ESCROW AGENT")

Address: 7005 Mill Road, Brecksville, Ohio 44141
To the Attention of: David P. Beha, President

By: _____

Title: President

HYLAND SOFTWARE ("HYLAND")

Address: 18500 Lake Road, Bridge Building, A-50, Rocky River, OH 44116
To the Attention of: Packy Hyland Sr

By: _____

Title: VP Operations

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NATIONAL SOFTWARE ESCROW, INC.
[illegible] ROAD
[illegible], OHIO [illegible]
(216) 546-[illegible]

EXHIBIT "A"

Please attach a complete copy of the license agreement for the system covered under Escrow Agreement Number 5040.

NATIONAL SOFTWARE ESCROW, INC.
9985 MILL ROAD
BRECKSVILLE, OHIO 44141
(216) 546-9750

SOFTWARE SOURCE CODE IDENTIFICATION AND CERTIFICATION

ESCROW FORM 1.1

The undersigned "SOFTWARE DEVELOPER" hereby identifies the following Source Code contained within the package to which this document is attached and certifies to its completeness and accuracy for Escrow Agreement Number 5040.

Program

OnBase Information Management System & all related modules.

("SOFTWARE DEVELOPER")

By: _____

Title: V.P. operations

Date: 10/26/94

cc: _____
("SOFTWARE USER")

NATIONAL SOFTWARE ESCROW, INC.
[illegible] MILL ROAD
BRECKSVILLE, OHIO 44141
(216) 546-9750

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Exhibit B
Price Schedule

Developer Fees:

Annual Escrow Fee per set of source codes	1st Year	$375.00
	Renewal Fee	$200.00

User Fees:

(Grants Contingent Access to Source Code)	1st Year	$125.00
	Renewal Fee	$ 60.00

Vault Charges for Media Storage Including Documentation:

Up to One Cubic Foot	$90.00/Yr.

Miscellaneous Fees:

Update Fees per change (Includes notification to covered licensees)	$50.00
Release Request - Per User (User Request for Release Based Upon Terms and Conditions of Escrow Agreement)	$100.00
Deposit Release - Per User (Release of Copies of Escrow Materials to User Under Terms and Conditions of Escrow Agreement)	$200.00

Arbitration Fees:

For Observing Meeting Number One	$100.00
For Observing Meeting Number Two	$200.00
To Act as Arbitrator If Third Meeting is Required	$500.00

Plus All Actual Costs Expended, Including Travel and Lodging If Meetings Are Held Outside of Escrow Agent's Office.

All Legal Consulting, Reproduction and Other Expenses Will Be Billed As Agreed Per Occurrence

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
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CONTRACT 2010-048
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CERTIFICATES AND ATTACHMENTS

ADDITIONAL "LICENSEE" REGISTRATION
FORM 2.1 AND ESCROW AGREEMENT #5040 ADDENDUM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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ADDITIONAL "LICENSEE" REGISTRATION FORM 2.1 AND ESCROW AGREEMENT #5040 ADDENDUM

1. HYLAND SOFTWARE, INC. ("HYLAND"), having established Software Escrow Agreement #5040 ("Escrow Agreement") with NATIONAL SOFTWARE ESCROW, INC., ("ESCROW AGENT"), hereby designates the following organization as an additional party to that Escrow Agreement entitled to the rights and protections of a "LICENSEE" thereunder:

   Company Name: The State of New Hampshire, Department of Health and Human Services.

   Street Address: 129 Pleasant Street

   City, State, Zip: Concord, NH 03301

   Attention of: Dave Maggioncalda

   Phone: (603) 271-4867

2. HYLAND grants the ESCROW AGENT the irrevocable right to copy or reproduce the SOURCE CODE being held under the terms of the Escrow Agreement, to be used only for the completion of the terms of the Escrow Agreement, should the need occur.

3. HYLAND, by signing below, authorizes the ESCROW AGENT to issue a copy of the Escrow Agreement to the above named LICENSEE, granting LICENSEE the status of a third party beneficiary under the Escrow Agreement, and all rights and protections of a LICENSEE contained in the Escrow Agreement.

4. In the event that the SOURCE CODE is released to the LICENSEE pursuant to the terms of the Escrow Agreement, HYLAND grants LICENSEE an irrevocable, perpetual, non-assignable, non-exclusive and limited license to the SOURCE CODE, and LICENSEE agrees that it will use the SOURCE CODE solely internally and for the purposes of continuing the benefits accorded to License under Exhibit G and Exhibit J of the Enterprise Content Management Solution Contract 2010-048 entered into between LICENSEE and HYLAND's authorized solution provider, AMS IMAGING, LLC.

5. Further, in addition to the events of release provided under the express terms of the Escrow Agreement (or under any subsequent escrow agreement that may be entered into by HYLAND), the parties also agree that it shall be an event of release if HYLAND ceases to

6. Further, for purposes of this Addendum only, the parties acknowledge and agree that Section 3 of the Escrow Agreement and the language under the heading "Arbitration Fees" on Exhibit B to the Escrow Agreement are hereby deleted in their entirety.

IN WITNESS WHEREOF, the parties have executed this Escrow Form 2.1 and Escrow Agreement #5040 Addendum.

HYLAND SOFTWARE, INC.

By: _____

Title: CEO

Date: 8/5/10

NATIONAL SOFTWARE ESCROW, INC.

By: _____

Title: President

Date: 8/6/10

THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF HEALTH AND HUMAN SERVICES
"LICENSEE"

By: Nancy S. Walsh

Title: DCSS Director

Date: 8/9/10

HYLAND
SOFTWARE
NaY 8-4-10
Initial Date
LEGAL

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICE
ENTERPRISE CONTENT MANAGEMENT SOLUTION
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Certification Regarding Environmental Tobacco Smoke

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)	James E. McKenney, Sole Member (Authorized Contractor Representative Name & Title)
AMS Imaging, LLC (Contractor Name)	August 16, 2010 (Date)

Contractor Initials: JM
Date: 8/16/10