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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

January 30, 2024

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Health and Human Services (DHHS), to enter into a **Sole Source** amendment to an existing contract with RTM Designs (VC# 171274), Hendersonville, NC, increasing the contract amount by $242,047 from $570,554.92 to $812,601.92 to provide State and Federal required system modifications to the Navigate/Refer software application and by extending the completion date from June 30, 2024 to June 30, 2028, effective July 1, 2024 upon Governor and Council approval, 58% General Funds and 42% Federal funds.

The original contract was approved by Governor and Council on July 15, 2009, (Item #6), subsequently amended on September 22, 2010 (Item #27), July 24, 2013 (Item #4), April 20, 2016 (Item #22), June 19, 2019 (Item #130) and most recently amended on May 20, 2020 (Item #25.)

100% Other (Agency Class 027) Funds: the Agency Class 27, used by DHHS to reimburse DoIT for this Contract is 58% General Funds and 42% Federal funds. Funds are available in the following account for State Fiscal Year (SFY) 2025 and are anticipated to be available in SFYs 2026, 2027, and 2028 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

01-03-03-030010-76950000 DEPARTMENT OF INFORMATION TECHNOLOGY, DOIT – IT FOR DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	046-500465	Consulting	03950085	$ 0	$56,409.00	$56,409.00
2026	046-500465	Consulting	03950085	$ 0	$59,060.00	$59,060.00

2027	046-500465	Consulting	03950085	$ 0	$61,836.00	$61,836.00
2028	046-500465	Consulting	03950085	$ 0	$64,742.00	$64,742.00
			Subtotal	**$570,554.92**	**$242,047.00**	**$812,601.92**

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. Additionally, the Contractor's software is proprietary and there is no other vendor that can provide the software support, maintenance, and enhancements required by the Bureau of Elderly and Adult Services (BEAS). The Navigate/Refer system software application is the primary business system of the BEAS Information and Referral and Person Centered Counseling program.

The purpose of this request is for the Contractor to provide continued hosting, maintenance, and support for the Navigate/Refer software application and to make system modifications to comply with Federal reporting requirements. The Contractor's Navigate/Refer software application allows DHHS and the Aging and Disability Resource Center (ADRC) Contractors to centrally manage program activity conducted statewide at all twelve (12) ADRC offices. The system is used for call management, information and referral, general needs assessment, resource tracking, and a web-based community resource search engine.

The Contractor's Navigate/Refer software application is vital to the day-to-day operations of the ADRC Contractors and over 50 staff are currently utilizing the system. The ADRC Contractors' staff have been certified and trained as Information and Referral Specialists in the field of aging and disability. The Navigate/Refer software application is essential to ensure ongoing program operations and to promote and support a whole-person approach. The Contractor's Navigate/Refer software application generates continuous quality improvement activities including performance measures to support individual's needs and substantiate state and federal funding for ADRC Contractors and DHHS grants.

Should the Governor and Council not authorize this request, the ADRC Network will not have a vendor to host and maintain their reporting and call management system. Without this system, Federal reporting requirements may not be met and individual interactions may not be recorded which could hinder current assistance efforts and cause difficulty in future interactions for those requiring assistance.

Area served: Statewide.

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

Respectfully submitted,

Denis Goulet - Commissioner
Department of Information Technology

Lori A. Weaver - Commissioner
Department of Health and Human Services

DG/jd
DoIT #2009-2013F
RID: 80752

DocuSign Envelope ID: 4997DD68-93D3-42DB-BC73-66F5EDAB3836

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Denis Goulet
Commissioner

February 1, 2024

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

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with RTM Designs, as described below and referenced as DoIT No. 2009-2013F.

The purpose of this request is to provide State and Federal required system modifications to the Navigate/Refer software application.

The Total Price Limitation will increase by $242,047 for a New Total Price Limitation of $812,601.92 effective upon Governor and Council approval through June 30, 2028.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2009-2013F
RID #80752

cc: Michael Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #6

This Amendment to the DHHS BEAS ReferNet Hosting and Maintenance contract is by and between the State of New Hampshire, Department of Information Technology on behalf of the Department of Health and Human Services ("State" or "Department") and RTM Designs ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 15, 2009 (Item #6), as amended on September 22, 2010 (Item #27), July 24, 2013 (Item #4), April 20, 2016 (Item #22), June 19, 2019 (Item #130) and on May 20, 2020 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

   June 30, 2028

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

   $812,601.92

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

   Robert W. Moore, Director

4. Modify Section 12, General Provisions, Subsection 12.6, Dispute Resolution Responsibility and Schedule Table, to read:

Dispute Resolution Responsibility and Schedule Table

Level	RTM Designs	The State	Cumulative Allotted Time
Primary	Application Manager	State Project Manager	5 Business Days
First	Project Manager	Business Systems Analyst	10 Business Days
Second	Project Manager	Commissioner-DoIT	15 Days
Third	Project Manager	Commissioner-DHHS	20 Business Days

5. Modify Exhibit A by adding the following to to Section 2 Deliverables, Milestones, and Activities Schedule, Subsection 2.2 Implementation Schedule – Activities/Deliverables/Milestones, to read:

2.2 Implementation Schedule Amendment F – Activities / Deliverables / Milestones

Ref.#	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
98	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2024
99	ReferWeb Public Access System	Hosted System	July 1, 2024
100	ReferNET Agency Update & Survey System	Hosted System	July 1, 2024
101	ReferNet On-line Reporting System	Hosted System	July 1, 2024
102	STARS Integration Services	System Support and Upgrades	July 1, 2024
103	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2024
104	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	July 1, 2024
105	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 25	As specified in Section 9	July 1, 2024
106	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2025
107	ReferWeb Public Access System	Hosted System	July 1, 2025
108	ReferNET Agency Update & Survey System	Hosted System	July 1, 2025
109	ReferNet On-line Reporting System	Hosted System	July 1, 2025
110	STARS Integration Services	System Support and Upgrades	July 1, 2025
111	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2025
112	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	July 1, 2025
113	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 26	As specified in Section 9	July 1, 2025
114	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2026
115	ReferWeb Public Access System	Hosted System	July 1, 2026
116	ReferNET Agency Update & Survey System	Hosted System	July 1, 2026
119	ReferNet On-line Reporting System	Hosted System	July 1, 2026
118	STARS Integration Services	System Support and Upgrades	July 1, 2026
119	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2026
120	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	July 1, 2026

121	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 27	As specified in Section 9	July 1, 2026
122	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2027
123	ReferWeb Public Access System	Hosted System	July 1, 2027
124	ReferNET Agency Update & Survey System	Hosted System	July 1, 2027
125	ReferNet On-line Reporting System	Hosted System	July 1, 2027
126	STARS Integration Services	System Support and Upgrades	July 1, 2027
127	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2027
128	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	July 1, 2027
129	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 28	As specified in Section 9	July 1, 2027

6. Modify Exhibit B Price and Payment Schedule, 1 Deliverable Payment Schedule, to add the following to Table 2:

Table 2: Amendment F Activity, Deliverable, or Milestone Price and Payment Table			
Ref. #	**Activity, Deliverable, or Milestone**	**Deliverable Type**	**Cost**
Hosting July 1, 2020-June 30, 2021			
Hosting July 1, 2024-June 30, 2025			
98	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$13,200.00
99	ReferWeb Public Access System	Hosted System	$4,200.00
100	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
101	ReferNet On-line Reporting System	Hosted System	$2,000.00
102	STARS Integration Services	System Support and5Upgrades	$2,500.00
103	ReferWeb Mobile Plug-In	System Support and Upgrades	0.00
104	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	$7,100.00

105	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 25	As specified in Section 9	$25,409.00
		Sub-Total	$56,409.00
Hosting July 1, 2025-June 30, 2026			
106	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$13,200.00
107	ReferWeb Public Access System	Hosted System	$4,200.00
108	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
109	ReferNet On-line Reporting System	Hosted System	$2,000.00
110	STARS Integration Services	System Support and5Upgrades	$2,500.00
111	ReferWeb Mobile Plug-In	System Support and Upgrades	0.00
112	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	$7,100.00
113	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 26	As specified in Section 9	$28,060.00
		Sub-Total	$59,060.00
Hosting July 1, 2026-June 30, 2027			
114	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$13,200.00
115	ReferWeb Public Access System	Hosted System	$4,200.00
116	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
117	ReferNet On-line Reporting System	Hosted System	$2,000.00
118	STARS Integration Services	System Support and5Upgrades	$2,500.00
119	ReferWeb Mobile Plug-In	System Support and Upgrades	0.00

120	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	$7,100.00
121	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 27	As specified in Section 9	$30,836.00
		Sub-Total	$61,836.00
Hosting July 1, 2027-June 30, 2028			
122	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$13,200.00
123	ReferWeb Public Access System	Hosted System	$4,200.00
124	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
125	ReferNet On-line Reporting System	Hosted System	$2,000.00
126	STARS Integration Services	System Support and5Upgrades	$2,500.00
127	ReferWeb Mobile Plug-In	System Support and Upgrades	0.00
128	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	$7,100.00
129	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 28	As specified in Section 9	$33,742.00
		Sub-Total	$64,742.00

7. Modify Table 2 Contract 2009-2024 - Summary of Contract and Amendments to read:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	G&C APPROVAL	CONTRACT AMOUNT
2009-2013	Master Contract	July 31, 2013	July 15, 2009 Item #6	$89,944
2009-2013 A	Amendment A	July 31, 2013	Sept. 22, 2010 Item #27	$38,500
2009-2013 B	Amendment B	July 31, 2016	July 24, 2013 Item #4	$102,533

2009-2013 C	Amendment C	June 30, 2020	April 20, 2016 Item #22	$107,163.92
2009-2013 D	Amendment D	June 30, 2020	June 19, 2019 Item #130	$31,817
2009-2013 E	Amendment E	June 30, 2024	May 20, 2020 Item #25	$200,597
2009-2013 F	Amendment F	June 30, 2028	Upon G&C Approval	**$242,047**
	Contract Total			$812,601.92

8. Modify Exhibit G, Software Support, Maintenance and Hosting, by adding Section 4.7.2., to read:

   4.7.2 The Contractor shall collaborate with the Department to create solutions for interoperability between the Navigate system and Closed-Loop Referral Systems developed by the Department's Contractor.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/30/2024
Date

DocuSigned by:
Melissa Hardy
1323A24040DF405...
Name: Melissa Hardy
Title: Director, DLTSS

State of New Hampshire
Department of Information Technology

2/1/2024
Date

DocuSigned by:
Denis Goulet
0DC081BF42364A2...
Name: Denis Goulet
Title: Commissioner and CIO

RTM Designs

1/30/2024
Date

DocuSigned by:
Linda N. Ross
A8810772DD0240A...
Name: Linda N. Ross
Title: Owner and CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/6/2024
Date

DocuSigned by:
Robyn Guarino
7487348449414 60
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 4997DD68-93D3-42DB-BC73-66F5EDAB3836

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RTM DESIGNS is a New Hampshire Trade Name registered to transact business in New Hampshire on February 26, 2016. 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: **739610**
Certificate Number: **0006321139**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of September A.D. 2023.

David M. Scanlan
Secretary of State

DocuSign Envelope ID: 4997DD68-93D3-42DB-BC73-66F5EDAB3836

Business Information

Business Details

Business Name: RTM DESIGNS	Business ID: 739610
Business Type: Trade Name	Business Status: Active
Expiration Date: 2/26/2026	Last Renewal Date: 9/11/2020
Business Creation Date: 02/26/2016	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 02/26/2016	
Principal Office Address: 830 Sunlight Ridge Drive, Hendersonville, NC, 28792, USA	Mailing Address: 229 Airport Road #7-141, Arden, NC, 28704, USA
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Professional, Scientific, and Technical Services/Other Computer Related Services	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

Name	Title	Address
Linda N Ross	Applicant	830 Sunlight Ridge Dr, Hendersonville, NC, 28792, USA

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History | Address History | View All Other Addresses | Businesses Linked to Registered Agent | Return to Search | Back

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DocuSign Envelope ID: 4997DD68-93D3-42DB-BC73-66F5EDAB3836

CERTIFICATE OF AUTHORITY

I, Linda N. Ross, hereby certify that:

1. I am the sole shareholder and director of RTM Designs.
   (Sole proprietorship)

2. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I have full authority to bind the corporation. To the extent that there are any limits on my authority to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

3. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority.

Dated: January 30, 2024

Linda N. Ross

Name of Sole Shareholder and Director)

DocuSign Envelope ID: 4997DD68-93D3-42DB-BC73-66F5EDAB3836

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2023

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 SUBROGATIONIS 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
EARL F PENNY INSURANCE AGENCY INC
22271692
225 6TH AVENUE WEST
HENDERSONVILLE NC 28793

CONTACT NAME:
PHONE (A/C, No, Ext): (828) 692-9171
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Underwriters Insurance Company	30104
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LINDA ROSS DBA RTM DESIGNS
830 SUNLIGHT RIDGE DR
HENDERSONVILLE NC 28792-8215

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT [X] LOC OTHER:	X		22 SBA TA7207	06/05/2023	06/05/2024	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
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		22 WEC NV4079	04/24/2023	04/24/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE -EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	EMPLOYMENT PRACTICES LIABILITY			22 SBA TA7207	06/05/2023	06/05/2024	Each Claim Limit Aggregate Limit	$5,000 $5,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER
State of NH - Department of Information
Attn: Denis Goulet, Commissioner
129 PLEASANT ST
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
Susan L. Castaneda

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STATE OF NEW HAMPSHIRE

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Denis Goulet
Commissioner

April 24, 2020

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Health and Human Services, to enter into a sole source contract amendment (PO #1001433) with RTM Designs (Vendor Number 171274), of Hendersonville, NC, increasing the contract amount by $200,597.00 from $369,957.92 to $570,554.92 and by extending the completion date from June 30, 2020 to June 30, 2024, to provide continued hosting, maintenance, and support for the Refer7 software application, effective upon Governor and Executive Council approval. 58% General and 42% Federal Funds.

The Governor and Executive Council approved the original contract on July 15, 2009 (Item # 6), and most recently amended on June 19, 2019 (Item #130).

100% Other (Agency 027) Funds: The Agency Class 27, used by DHHS to reimburse DoIT for this Contract is 58% General and 42% Federal Funds. Funds are available in the following account for State Fiscal Year (SFY) 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE-ACCOUNT DESC	ACTIVITY CODE	SFY 2021	SFY 2022	SFY 2023	SFY 2024	TOTAL
01-03-03-030010-76950000- DoIT - IT for DHHS 046-500465 – IT Consultant – Non Benefit	03950085	$46,541	$48,868	$51,311	$53,877	$200,597

EXPLANATION

The amendment is sole source because the Refer7 software is proprietary and there is no other vendor that can provide the software support, maintenance, and enhancements required by the Department of Health

and Human Services (DHHS), Bureau of Elderly and Adult Services (BEAS). The Refer 7 software application is the core of the BEAS Informational and Referral program.

This contract was originally approved by the Governor and Executive Council on July 15, 2009 (Item #6) and subsequently amended on September 22, 2010 (Item #27), on July 24, 2013 (Item #4), April 20, 2016 (Item #22) and on June 19, 2019 (Item #130).

This amendment allows RTM Designs to provide continued hosting, maintenance, and support for the Refer7 software application and to make system modifications to comply with Federal reporting requirements. Refer7 allows DHHS and the ServiceLink Resource Center Network (SLRC) Contractors to centrally manage program activity conducted statewide at all 13 SLRC offices. The system is used for call management, information and referral, general needs assessment, resource tracking, and a web-based community resource search engine.

Refer7 is vital to the day-to-day operations of the SLRC Contractors and over 75 staff are currently utilizing the system. The SLRC Contractors' staff have been certified and trained as Information and Referral Specialists in the field of Aging and Disability. Refer7 is essential to DHHS and the SLRC Contractors to ensure ongoing program operations promote and support a whole person approach, and the generation of continuous quality improvement activities including performance measures to support client need and substantiate state and federal funding for SLRC Contractors and DHHS grants.

Area served: Statewide

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

Respectfully submitted,

Denis Goulet

DG/ik
RID # 50254
Contract #2009-2013E

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 24, 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 request to enter into a contract amendment with RTM Designs (VC #171274), of Hendersonville, NC. The amendment is further described below and referenced as DoIT #2009-2013E.

> This amendment will provide for the continuation of hosting, maintenance, and support for the Refer7 software application which is the core of the Bureau of Elderly and Adult Services (BEAS) Informational and Referral program.
>
> This amendment will increase the total contract price by $200,597.00, from $369,957.92 to $570,554.92 and extend the completion date from June 30, 2020 to June 30, 2024 effective upon Governor and Executive Council approval.

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

Sincerely,

Denis Goulet

DG/ik
2009-2013E
RID # 50254

cc: Bruce Smith, IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT E

WHEREAS, pursuant to an Agreement approved by Governor and Executive Council, as a result of RFP #2009-2013, on July 15, 2009, Item # 6, amended on September 22, 2010, Item #27, July 24, 2013, Item #4, April 20, 2016, Item #22, and June 19, 2019, Item #130 (herein after referred to as the "Agreement"), RTM Designs (hereinafter referred to as "Vendor") 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 on behalf of the Department of Health and Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 12:17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department and the Vendor wish to increase the contract price by $200,597 from $369,957.92 to $570,554.92;

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

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

The Agreement is hereby amended as follows:

1. General Provisions, Block 1.4, Contractor Address, to read:

   830 Sunlight Ridge Drive
   Hendersonville, NC 28792

2. General Provisions, Block 1.7, Completion Date to read:

   June 30, 2024

3. General Provisions, Block 1.8 Price Limitation, to read:

   $570,554.92.

4. General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

5. General Provisions, Block 1.10, State Agency Telephone Number, to read:

   (603) 271-9631

6. Section 2, Contract Term, Subsection 2.1 Term, to read:

   2.1 Term

   2.1.1 The Contract shall take effect after full execution by the parties and the receipt of required governmental approvals, including, but not limited to approval from the Governor and Executive Council ("Effective Date").

   2.1.2 The Contract shall begin on the Effective Date and extend through the Contract Completion Date specified in General Provisions, Block 1.7.

   2.1.3 RTM Designs shall commence work upon issuance of a Notice to Proceed by the State. If RTM Designs commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of RTM Designs and in the event that the Contract does not become effective, the State shall be under no obligation to pay RTM Designs for any costs incurred or Services performed.

7. Section 4 Contract Management, Subsection 4.4 State Contract Manager, to read:

4.4 State Contract Manager

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

Thom O'Connor
Department of Health and Human Services
105 Pleasant St.
Concord, NH 03301
TEL: (603) 271-9636
Email: Thom.Oconnor@dhhs.nh.gov

8. Section 12, General Provisions, Subsection 12.6, Dispute Resolutions, Dispute Resolution Responsibility and Schedule Table, to read:

Dispute Resolution Responsibility and Schedule Table

Level	RTM Designs	The State	Cumulative Allotted Time
Primary	Matt Peace Application Manager	Wendy Aultman State Project Manager	5 Business Days
First	Linda Ross Project Manager	Kerri King Business Systems Analyst	10 Business Days
Second	Linda Ross Project Manager	Denis Goulet Commissioner-DoIT	15 Days
Third	Linda Ross Project Manager	Lori A. Shibinette Commissioner-DHHS	20 Business Days

9. Section 12, General Provisions, Subsection 12.16, Notice, to read:

12.16 Notice

12.16.1 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:

12.16.1.1 TO RTM DESIGNS

Linda Ross
RTM Designs
830 Sunlight Ridge Drive
Hendersonville, NC 28792
Tel: (888)933-5052

12.16.1.2 TO STATE

Lori A. Shibinette
State of New Hampshire
Department of Health and Human Services
129 Pleasant St.
Concord, NH 03301
Tel: (603) 271-2000

10. Exhibit A by adding thirty-two (32) additional lines to Section 2 Deliverables, Milestones, and Activities Schedule, Subsection 2.2 Implementation Schedule – Activities/Deliverables/Milestones, to read:

2.2 Implementation Schedule Amendment E – Activities / Deliverables / Milestones

Ref.#	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
66	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2020
67	ReferWeb Public Access System	Hosted System	July 1, 2020
68	ReferNET Agency Update & Survey System	Hosted System	July 1, 2020
69	ReferNet On-line Reporting System	Hosted System	July 1, 2020
70	STARS Integration Services	System Support and Upgrades	July 1, 2020
71	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2020
72	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	July 1, 2020
73	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 21	As specified in Section 9	July 1, 2020
7	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2021
75	ReferWeb Public Access System	Hosted System	July 1, 2021
76	ReferNET Agency Update & Survey System	Hosted System	July 1, 2021
77	ReferNet On-line Reporting System	Hosted System	July 1, 2021
78	STARS Integration Services	System Support and Upgrades	July 1, 2021
79	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2021
80	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	July 1, 2021
81	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 22	As specified in Section 9	July 1, 2021
82	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2022
83	ReferWeb Public Access System	Hosted System	July 1, 2022
84	ReferNET Agency Update & Survey System	Hosted System	July 1, 2022
85	ReferNet On-line Reporting System	Hosted System	July 1, 2022
86	STARS Integration Services	System Support and Upgrades	July 1, 2022
87	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2022
88	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	July 1, 2022
89	Technical/Service Modifications to meet State and Federal Administration for Community	As specified in Section 9	July 1, 2022

	Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 23		
90	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2023
91	ReferWeb Public Access System	Hosted System	July 1, 2023
92	ReferNET Agency Update & Survey System	Hosted System	July 1, 2023
93	ReferNet On-line Reporting System	Hosted System	July 1, 2023
94	STARS Integration Services	System Support and Upgrades	July 1, 2023
95	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2023
96	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	July 1, 2023
97	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 24	As specified in Section 9	July 1, 2023

11. Exhibit B Price and Payment Schedule, 1. Deliverable Payment Schedule, Firm Fixed Price, to read::

Firm Fixed Price
This is a Firm-Fixed-Price Contract not to exceed the amount specified in the General Provisions, Block 1.8 Price Limitation for the period between the Effective Date through the Contract Completion Date in Block 1.7 of the General Provisions. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

12. Exhibit B Price and Payment Schedule, 1 Deliverable Payment Schedule, to add the following to Table 2:

Table 2: Amendment E Activity, Deliverable, or Milestone Price and Payment Table

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Cost
Hosting July 1, 2020-June 30, 2021			
66	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$13,200.00
67	ReferWeb Public Access System	Hosted System	$4,200.00
68	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
69	ReferNet On-line Reporting System	Hosted System	$2,000.00
70	STARS Integration Services	System Support and Upgrades	$2,500.00
71	ReferWeb Mobile Plug-In	System Support and Upgrades	$0.00
72	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	$7,100.00
73	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for	As specified in Section 9	$15,541.00

	Medicare and Medicaid Services Reporting requirements in SFY 21		
		Sub-Total	*$46,541.00*
Hosting July 1, 2021-June 30, 2022			
74	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$13,200.00
75	ReferWeb Public Access System	Hosted System	$4,200.00
76	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
77	ReferNet On-line Reporting System	Hosted System	$2,000.00
78	STARS Integration Services	System Support and Upgrades	$2,500.00
79	ReferWeb Mobile Plug-In	System Support and Upgrades	$0.00
80	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	$7,100.00
81	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 22	As specified in Section 9	$17,868.00
		Sub-Total	*$48,868.00*
Hosting July 1, 2022-June 30, 2023			
82	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$13,200.00
83	ReferWeb Public Access System	Hosted System	$4,200.00
84	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
85	ReferNet On-line Reporting System	Hosted System	$2,000.00
86	STARS Integration Services	System Support and Upgrades	$2,500.00
87	ReferWeb Mobile Plug-In	System Support and Upgrades	$0.00
88	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	$7,100.00
89	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 23	As specified in Section 9	$20,311.00
		Sub-Total	*$51,311.00*
Hosting July 1, 2023-June 30, 2024			
90	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$13,200.00
91	ReferWeb Public Access System	Hosted System	$4,200.00
92	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
93	ReferNet On-line Reporting System	Hosted System	$2,000.00
94	STARS Integration Services	System Support and5Upgrades	$2,500.00
95	ReferWeb Mobile Plug-In	System Support	$0.00

		and Upgrades	
96	ReferNet Technical Support and System Upgrade Annual Fee	System Support and Upgrades	$7,100.00
97	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 24	As specified in Section 9	$22,877.00
		Sub-Total	*$53,877.00*
		TOTAL	**200,597.00**

13. Exhibit B Price and Payment Schedule, Section 2 Total Contract Price, to read:

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 Block 1.8, Price Limitation of the General Provisions ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred I the performance of the Services performed under this contract.

14. Table 2 Contract 2009-2024 – Summary of Contract and Amendments

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	G&C APPROVAL	CONTRACT AMOUNT
2009-2013	Master Contract	July 31, 2013	July 15, 2009 Item #6	$89,944
2009-2013 A	Amendment A	July 31, 2013	Sept. 22, 2010 Item #27	$38,500
2009-2013 B	Amendment B	July 31, 2016	July 24, 2013 Item #4	$102,533
2009-2013 C	Amendment C	June 30, 2020	April 20, 2016 Item #22	$107,163.92
2009-2013 D	Amendment D	June 30, 2020	June 19, 2019 Item #130	$31,817
2009-2013 E	Amendment E	June 30, 2024	Upon G&C Approval	$200,597
	Contract Total			$570,554.92

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT E

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.

Linda N Ross
Linda Ross
RTM Designs

Date: 4/2/2020

State of New Hampshire

Deborah D. Scheltz, Director
State of New Hampshire
Division of Long Term Supports and Services

Date: 4/8/20

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

Date: 4/24/2020

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT E

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

Approved by the Attorney General

Erik Bal

State of New Hampshire, Department of Justice

Date: 5/4/2020

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: _____

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 RTM DESIGNS is a New Hampshire Trade Name registered to transact business in New Hampshire on February 26, 2016. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 739610
Certificate Number: 0004878815

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2020.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

Business Name : RTM DESIGNS

Business ID : 739610

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0003240400	02/26/2016	02/26/2016	Trade Name Registration	N/A

Trade Name Information

Business Name	Business ID	Business Status
No Trade Name(s) associated to this business.		

Name History

Name	Name Type
No Name Changes found for this business.	

RTM Designs

Sole Proprietorship Certification of Authority

May 15, 2019

I, Linda N. Ross, hereby certify that I am the sole member of RTM Designs, a small business, sole proprietorship in the State of North Carolina.

I certify that I am authorized to bind the company as the sole member and owner. I understand that the State of New Hampshire will rely on this Certification as evidence that I have full authority to bind the company.

Linda N. Ross

Linda N. Ross
Sole Member

229 Airport Road Suite 7-141 Arden NC 28704
888-933-5052

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2020

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
Penny Insurance Agency
225 Sixth Ave West
Hendersonville NC 28793

CONTACT NAME: MacKenzie Bond
PHONE (A/C, No, Ext): (828) 692-9171 FAX (A/C, No): (828) 693-0723
E-MAIL ADDRESS: mb@pennyinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Linda Ross, DBA: RTM Designs
830 Sunlight Ridge Drive
Hendersonville NC 28792

COVERAGES CERTIFICATE NUMBER: CL2032716234 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			22SBATA7207	06/05/2019	06/05/2020	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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		22WECNV4079	04/24/2020	04/24/2021	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

NH Dept. of Health and Human Services
129 Pleasant St.
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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JUN06'19 PM 1:07 DAS

130 RB

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 3, 2019

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), on behalf of the Department of Health and Human Services, to enter into a **sole source** contract amendment (PO #1001433) with RTM Designs (Vendor Number 171274), of 830 Sunlight Ridge Drive, Hendersonville, NC, increasing the contract amount by $31,817.00 from $338,140.92 to $369,957.92, to provide State and Federal required system modifications to the Refer7 software application, effective upon Governor and Executive Council approval through June 30, 2020.

The Governor and Executive Council approved the original contract on July 15, 2009 (Item # 6), and subsequently amended on September 22, 2010 (Item #27), July 24, 2013 (Item #4), and April 20, 2016 (Item #22).

100% Other (Agency 027) Funds: The Agency Class 27, used by DHHS to reimburse DoIT for this Contract is 50% General Funds and 50% Federal Funds. Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE-ACCOUNT DESC	ACTIVITY CODE	SFY 2019	SFY 2020	TOTAL
01-03-03-030010-76950000- DoIT - IT for DHHS 046-500465 – IT Consultant – Non Benefit	03950085	$14,853	$16,964	$31,817

EXPLANATION

The amendment is **sole source** because the Refer7 software is proprietary and there is no other vendor that can provide the software support, maintenance, and enhancements required by the Department of Health and Human Services (DHHS), Bureau of Elderly and Adult Services (BEAS). The Refer 7 software application is the core of the BEAS Informational and Referral program. DHHS has requested a capital budget item for the ServiceLink System Reprocurement in the SFY 20/21 biennium.

This amendment allows RTM Designs to make Refer7 system modifications to comply with recent Federal reporting requirements changes for the State Health Insurance Assistance Program (SHIP) and provide

U

technical/service modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services reporting requirements in SFY 2020.

Refer7 allows DHHS and the SLRC Contractors to centrally manage program activity conducted statewide at all 13 SLRC offices. The system is used for call management, information and referral, general needs assessment, resource tracking, and a web-based community resource search engine. The system tracks all contacts, calls, and follow up made by the SLRC Contractors, client demographics, service referrals, and unmet service needs. Refer7 has allowed the DHHS, SLRC Contractors, and over 4,000 services agencies to develop a comprehensive and detailed database to service the needs of all populations seeking information on long term services and supports options for all payers public and private. Refer7 provides DHHS and the SLRC Contractors with a searchable website available to the public where individuals can search for service options in their community. This website is accessed through the SLRC home page and has logged over 4,000 searches per month.

Refer7 is vital to the day-to-day operations of the SLRC Contractors and over 75 staff are currently utilizing the system. The SLRC Contractors' staff have been certified and trained as Information and Referral Specialists in the field of Aging and Disability. Since the implementation of the system in 2004, more than 900,000 contacts have been recorded. Refer7 is essential to DHHS and the SLRC Contractors to ensure ongoing program operations promote and support a whole person approach, and the generation of continuous quality improvement activities including performance measures to support client need and substantiate state and federal funding for SLRC Contractors and DHHS grants.

Area served: Statewide

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

Respectfully submitted,

Denis Goulet

DG/ik
RID # 42843
Contract #2009-2013D

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 5, 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 request to enter into a contract amendment with RTM Designs (VC #171274), of Hendersonville, NC. The amendment is further described below and referenced as DoIT #2009-2013D.

> This amendment will provide for system modifications to the integrated database and referral resource tracking system called Refer7 used by the Bureau of Elderly and Adult Services (BEAS) and ServiceLink Resource Center Network ("SLRC") contractors. These modifications will allow RTM Designs to make updates to comply with recent Federal reporting requirements changes for the State Health Insurance Assistance Program (SHIP) and provide technical/service modifications to meet State and Federal reporting requirements for FY 2020.
>
> This amendment will increase the total contract value by $31,817.00 from $338,140.92 to $369,957.92. The amendment shall be 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 Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
2009-2013D
RID # 42843

cc: Bruce Smith, IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT D

WHEREAS, pursuant to an Agreement approved by Governor and Executive Council, as a result of RFP #2009-2013, on July 15, 2009, Item # 6, amended on September 22, 2010, Item #27, July 24, 2013, Item #4, and April 20, 2016, Item #22, (herein after referred to as the "Agreement"); RTM Designs (hereinafter referred to as "Vendor") 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 on behalf of the Department of Health and Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 12:17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department and the Vendor wish to increase the contract price by $31,817 from $338,140.92 to $369,957.92;

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $31,817 from $338,140.92 to $369,957.92.

2. Exhibit A of the Agreement is amended by adding two additional lines to Section 2.2 of Amendment D – Activities / Deliverables / Milestones as described below:

2.2 Implementation Schedule Amendment D – Activities / Deliverables / Milestones

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
64	System Modifications to Comply with the Administration for Community Living's (ACL) SHIP Tracking and Reporting System (STARS) Requirements as specified by ACL at	System Modifications	July 31, 2019
	A. Develop the Beneficiary Contact Form (BCF)		
	B. Implement an API (Application Program Interface) process for real time data capturing and reporting to the STARS system. 1. Store BCF Data for Batch API processing after testing phase 2. Develop API connectors to push data via API POST method to STARS 3. Develop API Data models for POST data that is pushed to STARS 4. Log API POST requests and outcomes		

	5. Develop Batch processing system, POST stored data to STARS after testing phase in a timed batch 6. Log API Batch POST requests and outcome 7. Integrate BCF in platform systems (ReferNET, Navigate) 8. Real-Time POST data to STARS after Batch POST and testing is completed		
65	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 20	As specified in Section 9	June 30, 2020

3. Exhibit B of the Agreement is amended as described below:

3.1 Update Exhibit B, 1. Deliverable Payment Schedule, Firm Fixed price to replace $338,140.92 with $369,957.92.

Firm Fixed Price
This is a Firm-Fixed-Price Contract totaling $369,957.92 for the period between the Effective Date through June 30, 2020. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

3.2 After Firm Fixed Price Table 1, amend Table 2 by adding the following:

Table 2: Amendment D Activity, Deliverable, or Milestone Price and Payment Table

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Cost
System Modifications			
64	System Modifications to Comply with the Administration for Community Living's (ACL) SHIP Tracking and Reporting System (STARS) Requirements as specified by ACL at	System Modifications	$15,000
	A. Develop the Beneficiary Contact Form (BCF)		
	B. Implement an API (Application Program Interface) process for real time data capturing and reporting to the STARS system. 1. Store BCF Data for Batch API processing after testing phase 2. Develop API connectors to push data via API POST method to STARS 3. Develop API Data models for POST data that is pushed to STARS 4. Log API POST requests and outcomes 5. Develop Batch processing system, POST stored data to STARS after testing phase in a timed batch 6. Log API Batch POST requests and outcome 7. Integrate BCF in platform systems (ReferNET,		

	Navigate) 8. Real-Time POST data to STARS after Batch POST and testing is completed		
65	Technical/Service Modifications to meet State and Federal Administration for Community Living and Centers for Medicare and Medicaid Services Reporting requirements in SFY 20	As specified in Section 9	$16,817
		Total	$31,817

3.3 Update Paragraph 2. TOTAL CONTRACT PRICE, to replace $338,140.92 with $369,957.92.

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 $369,957.92 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred I the performance of the Services performed under this contract.

4. Table 2 Contract 2009-2020 – Summary of Contract and Amendments

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	G&C APPROVAL	CONTRACT AMOUNT
2009-2013	Master Contract	July 31, 2013	July 15, 2009 Item #6	$89,944
2009-2013 A	Amendment A	July 31, 2013	Sept. 22, 2010 Item #27	$38,500
2009-2013 B	Amendment B	July 31, 2016	July 24, 2013 Item #4	$102,533
2009-2013 C	Amendment C	June 30, 2020	April 20, 2016 Item #22	$107,163.92
2009-2013 D	Amendment D	June 30, 2020	Upon G&C Approval	$31,817
	Contract Total			$369,957.92

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT D

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

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

Linda N. Ross
Linda Ross
RTM Designs

Date: May 17, 2019

Corporate Signature Notarized:

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

On this the 17th day of MAY, 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.

Marion Bachand
Notary Public/Justice of the Peace

My Commission Expires: 8-1-2023

(SEAL)

MARION BACHAND
Notary Public, North Carolina
Henderson County
My Commission Expires
8-1-2023

State of New Hampshire

Deborah D. Scheetz
Deborah D. Scheetz, Director
State of New Hampshire
Division of Long Term Supports and Services

Date: May 30, 2019

COMMISSIONER
DEPARTMENT OF INFORMATION TECHNOLOGY

6/5/2019

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT D

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

Approved by the Attorney General

(K. Allen Brooks) Date: 6/4/19
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: _____

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 RTM DESIGNS is a New Hampshire Trade Name registered to transact business in New Hampshire on February 26, 2016. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 739610

Certificate Number: 0004516482

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of May A.D. 2019.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	RTM DESIGNS	Business ID:	739610
Business Type:	Trade Name	Business Status:	Active
Expiration Date:	2/26/2021	Last Renewal Date:	Not Available
Business Creation Date:	02/26/2016	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	02/26/2016		
Principal Office Address:	830 Sunlight Ridge Drive, Hendersonville, NC, 28792, USA	Mailing Address:	229 Airport Road #7-141, Arden, NC, 28704, USA
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Professional, Scientific, and Technical Services/Other Computer Related Services	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

Name	Title	Address
Linda N Ross	Applicant	830 Sunlight Ridge Dr, Hendersonville, NC, 28792, USA

(/online/Home/) Back to Home (/online)

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses

Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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State of New Hampshire

Department of State

CERTIFICATE OF REGISTERED TRADE NAME

OF

RTM DESIGNS

This is to certify that Linda N Ross registered in this office as doing business under the Trade Name RTM DESIGNS at 830 Sunlight Ridge Drive,, Hendersonville, NC, 28792, USA on 02/26/2016.

The nature of business is Professional, Scientific, and Technical Services / Other Computer Related Services, in New Hampshire.

Expiration Date: 02/26/2021

Business ID: 739610

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of February, 2016 A.D.

William M. Gardner
Secretary of State

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH
Phone: (603)271-3246 | Fax:(603)271-3247 | Email: corporate@sos.nh.gov | Website: sos.nh.gov

RTM Designs

Sole Proprietorship Certification of Authority

May 15, 2019

I, Linda N. Ross, hereby certify that I am the sole member of RTM Designs, a small business, sole proprietorship in the State of North Carolina.

I certify that I am authorized to bind the company as the sole member and owner. I understand that the State of New Hampshire will rely on this Certification as evidence that I have full authority to bind the company.

Linda N. Ross

Linda N. Ross
Sole Member

229 Airport Road Suite 7-141 Arden NC 28704
888-933-5052

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2019

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
Penny Insurance Agency
225 Sixth Ave West
Hendersonville NC 28793

CONTACT NAME: MacKenzie Bond
PHONE (A/C, No, Ext): (828) 692-9171 FAX (A/C, No): (828) 693-0723
E-MAIL ADDRESS: mb@pennyinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Linda Ross, DBA: RTM Designs
830 Sunlight Ridge Drive
Hendersonville NC 28792

COVERAGES CERTIFICATE NUMBER: CL186513572 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			22SBATA7207	06/05/2019	06/05/2020	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
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		22WECNV4079	04/24/2019	04/24/2020	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

Department of Information Technology
Attn:Denis Goulet,Commissioner
129 Pleasant St
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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22 HB

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 Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the New Hampshire Department of Information Technology (DoIT) to enter a sole source contract amendment (PO #1001433) to an existing contract with RTM Designs (Vendor Number #171274) of Hendersonville, NC, by increasing the contract amount by $107,163.92.00, from $230,977.00 to $338,140.92 for hosting, maintenance, and support for the Refer7 software application. The original contract was approved on July 15, 2009, Item #6, and subsequently amended on September 22, 2010, Item #27; July 24, 2013, Item #4.

2) Further, authorize the Department of Information Technology to amend the contract expiration date from the current end date of July 31, 2016 to June 30, 2020 upon approval of Governor and Executive Council. Funding is comprised of **39% Federal funds, 61% General funds.**

Funds are available in the following accounts for State Fiscal Year (SFY) 2017 and are anticipated to be available in SFY 2018 through SFY 2020 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT
2017	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950085	$25,080.92
2018	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950085	$27,361.00
2019	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950085	$27,361.00
2020	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950085	$27,361.00
		TOTALS	$107,163.92

EXPLANATION

The amendment is sole source amendment because Refer7 software is proprietary and there is no other vendor that can provide the software support, maintenance, and enhancements required by the Department of Health and Human Services, Bureau of Elderly and Adult Services (BEAS). In addition, this application is the core of the Elderly and Adult Services Program and DHHS has no money or plans to replace it; therefore, they wish to extend for four years.

This amendment allows RTM Designs to provide software system hosting for the NH ServiceLink ReferNET SQL Server version information & Referral software system (ReferNET) to be used by the Customer and any other agent authorized by the Customer. RTM Designs will provide system hosting for the web-based search engine (ReferWEB) that will allow both unlimited Customer and public access to the Customer's information and referral (I&R) resource database. This will include the ReferWEB Mobile Plug-In. RTM Designs will also provide system hosting for the ReferMOBILE Application.

RTM Designs will provide system hosting for the web accessible Agency Update System that will be used by service providers to send information updates to the Customer's resource staff. The Agency Update System will be managed, stored, and backed up at RTM Designs' Data Center and will be available to the Customer via the Internet 24/7 with a 99.9% guaranteed uptime.

The system tracks all contacts and calls made to the ServiceLink Centers, client demographics, service referrals, and unmet service needs. Refer7 has allowed Bureau of Elderly and Adult Services, the ServiceLink centers, and over 4,000 service agencies to develop a comprehensive and detailed database of long term care options and support for older adults, adults with disabilities or chronic illnesses, and caregivers and their families. Refer7 provides Bureau of Elderly and Adult Services and the ServiceLink centers with a searchable website available to the public where individuals can search for services in their community. Refer7 is vital to the day-to-day operations of the ServiceLink Resource Center (SLRC) network and over 65 staff utilize the system. The SLRC staff have been certified and trained as Information and Referral Specialists in the field of Aging. Refer7 is essential to BEAS and SLRC to ensure ongoing program operations, promote and support individual and family direction, and the generation of program evaluation data and statistics to support client needs and substantiate state and federal funding for SLRC and BEAS grants.

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

The Department of Information Technology respectfully requests your approval.

Respectfully submitted,

Denis Goulet
Commissioner

DG/mh
RID #18097
Contract #2009-2013C

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

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 request to enter into a contract amendment with RTM Designs (VC #171274), of Hendersonville, NC. The amendment is further described below and referenced as DoIT #2009-2013C.

> This amendment extends the hosting, maintenance, and support services provided by RTM Designs for the integrated database, information, and referral resource tracking system called Refer7. This amendment will increase the total contract value by $107,163.92 from $230,977.00, for a total contract value not to exceed $338,140.92. The amendment shall be 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 Governor and Executive Council for approval.

Sincerely,

Denis Goulet
Commissioner

DG/mh
2009-2013C
A&E RID #18097

cc: Wendy Aultman

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT C

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-2013, on July 15, 2009, Item #6 and subsequently amended on September 22, 2010, Item #27, and July 24, 2013, Item 4 (herein after referred to as the "Agreement"), RTM Designs (herein after referred to as "Vendor," 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 on behalf of the Department of Health and Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 12:17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the contract, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to include an additional 4 years renewal by extending the expiration date from July 31, 2016 to June 30, 2020.

WHEREAS, the Department wishes to increase the Contract price by $107,163.92 from $230,977 to a new total contract price of $338,140.92.

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

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

The Agreement is hereby amended as follows:

1. The Statement of Work of the Agreement is amended by:

   1.1 Changing Block 1.8 of the General Provisions by increasing the Price Limitation by $107,163.92 from $230,977 to $338,140.92.
   1.2 Amending Block 1.7 Completion Date of the General Provisions to June 30, 2020.

2. Exhibit A of the Agreement is further amended by adding Section 2.2 of Amendment C – Activities / Deliverables / Milestones as described below:

2.2 Implementation Schedule Amendment C – Activities / Deliverables / Milestones

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
32	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2016
33	ReferWeb Public Access System	Hosted System	August 1, 2016

Initial all pages
Vendor Initials

34	ReferNET Agency Update & Survey System	Hosted System	August 1, 2016
35	ReferNet On-line Reporting System	Hosted System	August 1, 2016
36	ReferMOBILE App	Hosted System	August 1, 2016
37	ReferWeb Mobile Plug-In	System Support and Upgrades	August 1, 2016
38	ReferNet Technical Support and System Upgrade – Annual Fee	Support and Upgrade	August 1, 2016
39	Additional Organizations may be added	Support and Upgrade	August 1, 2016
40	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July1, 2017
41	ReferWeb Public Access System	Hosted System	July1, 2017
42	ReferNET Agency Update & Survey System	Hosted System	July1, 2017
43	ReferNet On-line Reporting System	Hosted System	July1, 2017
44	ReferMOBILE App	Hosted System	July1, 2017
45	ReferWeb Mobile Plug-In	System Support and Upgrades	July1, 2017
46	ReferNet Technical Support and System Upgrade – Annual Fee	Support and Upgrade	July1, 2017
47	Additional Organization may be added	Support and Upgrade	July 1, 2017
48	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2018
49	ReferWeb Public Access System	Hosted System	July 1, 2018
50	ReferNET Agency Update & Survey System	Hosted System	July 1, 2018
51	ReferNet On-line Reporting System	Hosted System	July 1, 2018
52	ReferMOBILE App	Hosted System	July 1, 2018
53	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2018
54	ReferNet Technical Support and System Upgrade – Annual Fee	Support and Upgrade	July 1, 2018
55	Additional Organization may be added	Support and Upgrade	July 1, 2018
56	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	July 1, 2019
57	ReferWeb Public Access System	Hosted System	July 1, 2019
58	ReferNET Agency Update & Survey System	Hosted System	July 1, 2019
59	ReferNet On-line Reporting System	Hosted System	July 1, 2019
60	ReferMOBILE App	Hosted System	July 1, 2019
61	ReferWeb Mobile Plug-In	System Support and Upgrades	July 1, 2019
62	ReferNet Technical Support and System Upgrade Annual Fee	Support and Upgrade	July 1, 2019
63	Additional Organization may be added	Support and Upgrade	July 1, 2019

3. Exhibit B of the Agreement is amended as described below:

3.1 Replace Exhibit B, 1. Deliverable Payment Schedule, Firm Fixed Price with the following Paragraph.

Initial all pages
Vendor initials LCNR

Firm Fixed Price

This is a Firm-Fixed-Price Contract totaling $338,140.92 for the period between the Effective Date through June 30, 2020. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

3.2 After **Firm Fixed Price** Table 1, amend Table 2 by adding the following:

Table 2: Amendment C Activity, Deliverable, or Milestone Price and Payment Table

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Cost
Hosting - August 1, 2016 – June 30, 2017			
32	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$10,083.33
33	ReferWeb Public Access System	Hosted System	$3,208.33
34	ReferNET Agency Update & Survey System	Hosted System	$1,833.33
35	ReferNet On-line Reporting System	Hosted System	$1,650.00
36	ReferMOBILE App	Hosted System	$733.33
37	ReferWeb Mobile Plug-In	System Support and Upgrades	$229.17
38	ReferNet Technical Support and System Upgrade – Annual Fee	Support and Upgrade	$5,487.17
39	Additional Organizations may be added	Support and Upgrade	$1,856.25
		Sub-Total	**$25,080.92**
Hosting – July 1, 2017 – June 30, 2018			
40	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$11,000.00
41	ReferWeb Public Access System	Hosted System	$3,500.00
42	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
43	ReferNet On-line Reporting System	Hosted System	$1,800.00
44	ReferMOBILE App	Hosted System	$800.00
45	ReferWeb Mobile Plug-In	System Support and Upgrades	$200.00
46	ReferNet Technical Support and System Upgrade – Annual Fee	Support and Upgrade	$5,986.00
47	Additional Organization may be added	Support and Upgrade	$2,025.00
		Sub-Total	**$27,361.00**
Hosting – July 1, 2018 – June 30, 2019			
48	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$11,000.00
49	ReferWeb Public Access System	Hosted System	$3,500.00
50	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
51	ReferNet On-line Reporting System	Hosted System	$1,800.00
52	ReferMOBILE App	Hosted System	$800.00
53	ReferWeb Mobile Plug-In	System Support and Upgrades	$200.00

Initial all pages
Vendor initials: LCNR

54	ReferNet Technical Support and System Upgrade – Annual Fee	Support and Upgrade	$5,986.00
55	Additional Organizations may be added	Support and Upgrade	$2,025.00
		Sub-Total	$27,361.00
Hosting – July 1, 2019 – June 30, 2020			
56	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$11,000.00
57	ReferWeb Public Access System	Hosted System	$3,500.00
58	ReferNET Agency Update & Survey System	Hosted System	$2,000.00
59	ReferNet On-line Reporting System	Hosted System	$1,800.00
60	ReferMOBILE App	Hosted System	$800.00
61	ReferWeb Mobile Plug-In	System Support and Upgrades	$200.00
62	ReferNet Technical Support and System Upgrade – Annual Fee	Support and Upgrade	$5,986.00
63	Additional Organizations may be added	Support and Upgrade	$2,025.00
		Sub-Total	$27,361.00
		GRAND TOTAL	$107,163.92

3.4 Replace Paragraph 2. **TOTAL CONTRACT PRICE**, as follows;

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 $338,140.92 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs 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. **Table 2 Contract 2009-2016 – Summary of Contract and Amendments**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	G&C APPROVAL	CONTRACT AMOUNT
2009-2013	Master Contract	July 31, 2013	July 15, 2009 Item #6	$89,944
2009-2013 A	Amendment A	July 31, 2013	Sept. 22, 2010 Item #27	$38,500
2009-2013 B	Amendment B	July 31, 2016	July 24, 2013 Item #4	$102,533
2009-2013 C	Amendment C	June 30, 2020	Upon G&C Approval	$107,163.92
	CONTRACT TOTAL			$338,140.92

Initial all pages
Vendor initials LNR

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.

Linda Ross — Date: 3-19-16

Linda Ross
RTM Designs

Corporate Signature Notarized:
STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

On this the 19th day of MARCH, 2016, before me, MARION BACHAND, the undersigned Officer LINDA ROSS, personally appeared and acknowledged her/himself to be the OWNER, of RTM DESIGNS, ~~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 LINDA ROSS.

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

Marion Bachand
Notary Public/Justice of the Peace

MARION BACHAND
Notary Public, North Carolina
Henderson County
My Commission Expires
7-21-2018

My Commission Expires: 7-21-2018

(SEAL)

State of New Hampshire

Date: 4/5/2016

Denis Goulet, Commissioner
Department of Information Technology

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

Date: 4/6/2016

State of New Hampshire, Department of Justice

Initial all pages
Vendor initials LNR

4 98

STATE OF NEW HAMPSHIRE

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

Peter C. Hastings
Commissioner

July 8, 2013

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

REQUESTED ACTION

1) Authorize the Department Information Technology ("DoIT") to enter a Sole Source contract amendment (PO #1001433) to an existing Contract with RTM Designs (VC # 171274), of Hendersonville NC, by increasing the contract amount by $102,533 from $128,444, to $230,977 for hosting, maintenance, and support for the Refer7 software application.

2) Further authorize the Department of Information Technology to exercise an option for extension plus one year, by extending the contract expiration date from July 31, 2013 to July 31, 2016 upon approval of Governor and Executive Council. Funding is comprised of 39% Federal funds, 61% General funds .

Funds are available for Fiscal Years 2014 and 2015 as identified below and shall be allocated as budgeted in Fiscal Year 2016 contingent upon continued appropriations with the authority to adjust encumbrances in each of the state fiscal years if needed and justified.

Fiscal Year	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE –OBJ (ACCOUNT) DESC	Job #	Amount
2014	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950085	$33,075.00
2015	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950085	$34,729.00
2016	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950085	$34,729.00
	Grand Total		$102,533.00

EXPLANATION

This amendment is submitted sole source because Refer7 software is proprietary and there is no other vendor that can provide the software support, maintenance, and enhancements required by the Department of Health and Human Services, Bureau of Elderly and Adult Services. In addition, this application is the core of the Elderly and Adult Services Program and DHHS has no money or plans to replace it; therefore, they wish to extend for three years. The first two years of this extension were included in the original contract extension option. The third year August 1, 2015 through July 31, 2016, is an additional sole source year to maximize continuity of services.

RTM Designs provides the Bureau of Elderly and Adult Services and the community ServiceLink Resource Center Network ("SLRC") with an integrated database and information and referral resource tracking system called Refer7. Refer7 allows the Bureau of Elderly and Adult Services and the ServiceLink centers to centrally manage program activity conducted statewide at all 13 ServiceLink offices. The system is used for call management, information & referral, general needs assessment, resource tracking, and a web-based community resource search engine. The system tracks all contacts and calls made to the ServiceLink Centers, client demographics, service referrals, and unmet service needs. Refer7 has allowed Bureau of Elderly and Adult Services, the ServiceLink centers, and over 4,000 service agencies to develop a comprehensive and detailed database of long term care options and support for older adults, adults with disabilities or chronic illnesses, and caregivers and their families. Refer7 provides Bureau of Elderly and Adult Services and the ServiceLink centers with a searchable website available to the public where individuals can search for services in their community. Refer7 is vital to the day-to-day operations of the SLRC and over 65 staff utilize the system. The SLRC staff have been certified and trained as Information and Referral Specialists in the field of Aging. Since the implementation of the system in 2004, more than 300,000 contacts have been recorded. Refer7 is essential to BEAS and SLRC to ensure ongoing program operations, promote and support individual and family direction, and the generation of program evaluation data and statistics to support client need and substantiate state and federal funding for SLRC and BEAS grants.

This amendment allows RTM Designs to make changes to the State Health Insurance Assistance Program (SHIP) forms, Family Caregiver forms and Grandparent/Relative Caregiver forms so as to fulfill federal requirements. It also creates a contingency fund for federally required enhancements averaging $9,892.00 per year for three years, allowing Bureau of Elderly and Adult Services to quickly make federally mandated technical and service modifications. Lastly, the amendment modifies the change control procedure of the basic contract, requiring any change implemented through the contingency fund.

In 2003, the Bureau of Elderly and Adult Services in partnership with the University of New Hampshire ("UNH") was awarded an Aging and Disability Resource Center grant. The grant required grantees to log all program activity utilizing an automated system for information and referral purposes.

Through a competitive bidding process, the Bureau of Elderly and Adult Services and UNH issued a request for proposal and received proposals from eleven (11) vendors. The five highest scoring bidders (based on a Composite Technical Score) performed demonstrations, and RTM Designs was selected to provide Refer7 Software. Refer 7 was utilized by the Bureau of Elderly and Adult Services for five years and when the funding from the University of New Hampshire terminated, the Department of Health and Human Services elected to continue using the system and entered into a new contract. The Governor and Executive Council approved the original contract on July 15, 2009, item # 6. Contract Amendment A was approved on September 22, 2010 Item #27.

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

Respectfully submitted,

Peter C. Hastings
Commissioner

PCH/ltm
2009-2013
A&E RID 14173

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

Peter C. Hastings
Commissioner

June 19, 2013

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment (#2009-2013 Amendment B) with RTM Designs (VC # 171274), of Hendersonville, NC. The amendment is further described below and referenced as DoIT #2009-2013B.

> This amendment extends the hosting, maintenance, and support services provided by RTM Designs for the integrated database, information, and referral resource tracking system called Refer7. It also adds contingency funds in the amount of $29,675, allowing Department of Health and Human Services, Bureau of Elderly and Adult Services (BEAS) to quickly make federally mandated technical and service modifications. This amendment will increase the total contract value by $102,533 from $128,444, for a total contract value not to exceed $230,977. The amendment shall be effective upon Governor and Executive Council approval.

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

Sincerely,

Peter C. Hastings

Peter C. Hastings

PCH/lm
2009-2013B
A&E RJD #14173

cc: Wendy Aultman

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-2013, on July 15, 2009, Item #6 and amended on September 22, 2010, Item #27 (herein after referred to as the "Agreement"), RTM Designs 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 on behalf of the Department of Health and Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 12:17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the Contract price by $102,533 from $128,444 to a new total contract price of $230,977.

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

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

The Agreement is hereby amended as follows:

1. The Statement of Work of the Agreement is amended by:

   1.1 Changing Block 1.8 of the General Provisions by increasing the Price Limitation by $102,533 from $128,444 to $230,977.
   1.2 Amending Block 1.7 Completion Date of the General Provisions to July 31, 2016.

2. Exhibit A of the Agreement is further amended by adding Section 2.2 of Amendment A – Activities / Deliverables / Milestones as described below:

2.2 Implementation Schedule Amendment A – Activities / Deliverables / Milestones

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
17	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2013
18	ReferWeb Public Access System	Hosted System	August 1, 2013
19	ReferNET Agency Update & Survey System	Hosted System	August 1, 2013
20	ReferNet On-line Reporting System	Hosted System	August 1, 2015
21	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2013
22	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2014
23	ReferWeb Public Access System	Hosted System	August 1, 2014
24	ReferNET Agency Update & Survey System	Hosted System	August 1, 2014

25	ReferNet On-line Reporting System	Hosted System	August 1, 2015
26	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2014
27	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2015
28	ReferWeb Public Access System	Hosted System	August 1, 2015
29	ReferNET Agency Update & Survey System	Hosted System	August 1, 2015
30	ReferNet On-line Reporting System	Hosted System	August 1, 2015
31	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2015

3. Exhibit B of the Agreement is amended as described below:

3.1 Replace Exhibit B, 1. Deliverable Payment Schedule, Firm Fixed Price with the following Paragraph.

Firm Fixed Price

This is a Firm-Fixed-Price Contract totaling $230,977 for the period between the Effective Date through July 31, 2016. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

3.2 After Firm Fixed Price Table 1, amend Table 2 by adding the following:

Table 2: Amendment B Activity, Deliverable, or Milestone Price and Payment Table

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Cost
Hosting - August 1, 2013 – July 31, 2014			
17	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$11,000
18	ReferWeb Public Access System	Hosted System	$ 3,500
19	ReferNET Agency Update & Survey System	Hosted System	$ 2,000
	ReferNet On-line Reporting System	Hosted System	$ 1,800
20	ReferNET Technical Support and System Upgrades	System Support and Upgrades	$ 5,986
		Sub-Total	$24,286
Hosting - August 1, 2014 – July 31, 2015			
21	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$11,000
22	ReferWeb Public Access System	Hosted System	$ 3,500
23	ReferNET Agency Update & Survey System	Hosted System	$ 2,000
	ReferNet On-line Reporting System	Hosted System	$ 1,800
24	ReferNET Technical Support and System Upgrades	System Support and Upgrades	$ 5,986
		Sub-Total	$24,286
Hosting - August 1, 2015 – July 31, 2016			
25	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$11,000
26	ReferWeb Public Access System	Hosted System	$ 3,500
27	ReferNET Agency Update & Survey System	Hosted System	$ 2,000

	ReferNet On-line Reporting System	Hosted System	$ 1,800
28	ReferNET Technical Support and System Upgrades	System Support and Upgrades	$ 5,986
		Sub-Total	$24,286
29	Contingency for Technical/Service Modifications SFY 14	To be determined by Change Control Process	$8,789
30	Contingency for Technical/Service Modifications SFY 15	To be determined by Change Control Process	$10,443
31	Contingency for Technical/Service Modifications SFY 16	To be determined by Change Control Process	$10,443
		Sub-Total	$29,675
		GRAND TOTAL	$102,533

3.3 After Table 2, add Table 3 as follows:

Table 3: Additional Organizations

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Cost
1	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	$917
2	ReferWeb Public Access System	Hosted System	$292
3	ReferNET Agency Update & Survey System	Hosted System	$167
4	ReferNet On-line Reporting System	Hosted System	$150
5	ReferNET Technical Support and System Upgrades	System Support and Upgrades	$499
	Total Cost to Add a New Organization		$2,025

3.4 Replace Paragraph 2. TOTAL CONTRACT PRICE, as follows;

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 $201,302.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs 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. **Table 2 Contract 2009-2016 – Summary of Contract and Amendments**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	G&C APPROVAL	CONTRACT AMOUNT
2009-2013	Master Contract	July 31, 2013	July 15, 2009 Item #6	$89,944
2009-2013 A	Amendment A	July 31, 2013	Sept. 22, 2010 Item #27	$38,500
2009-2013 B	Amendment B	July 31, 2016	Upon G&C Approval	$102,533
	CONTRACT TOTAL			$230,977

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.

Linda Ross
Linda Ross
RTM Designs

Date: June 12, 2013

Corporate Signature Notarized:
STATE OF NC

COUNTY OF Buncombe

On this the 12 day of June, 2013, before me, Vickie Brookshire, the undersigned Officer Linda Ross, personally appeared and acknowledged her/himself to be the CEO, of RTM Designs, a corporation, and that she/he, as such CEO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as CEO.

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

Vickie Brookshire
Notary Public/Justice of the Peace

My Commission Expires: 10/20/14

(SEAL)

VICKIE BROOKSHIRE
Notary Public
Buncombe County
NORTH CAROLINA

State of New Hampshire

Peter C. Hastings, Commissioner
Department of Information Technology

Date: 6/28/13

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

State of New Hampshire, Department of Justice

Date: 7/8/13

Amendment A

2009-2013

#27

GAC 9-22-10

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

RTM-
2009-2013
RD 9737

September 8, 2010

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

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT") and the Department of Health and Human Services, Bureau of Elderly and Adult Services (DHHS BEAS) to enter a Sole Source contract amendment (#1001433 Amendment 1) to an existing Contract with RTM Designs (VC # 171274), of Hendersonville NC, to modify the change control procedures and to provide additional funds to perform changes to the NH ServiceLink ReferNET Software System in response to federal mandates. This Amendment will increase the total contract value by $38,500 from $89,944 to a total contract value not to exceed $128,444. The Governor and Executive Council approved the original contract on July 15, 2009, item # 6. This Contract Amendment shall be effective upon Governor and Council approval through July 31, 2013. SFY 2011 funding is 78% Federal funds, 22% General funds, SFY 2012-13 is 50% Federal funds, 50% General funds.

Funds are available for Fiscal Year (FY) 2011 and shall be allocated as budgeted in SFYs 12, and 13 as identified below with the authority to adjust amounts if needed and justified between state fiscal years.

Fiscal Year	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -OBJ (ACCOUNT) DESC	Job #	Amount	Source
2011	05-95-48-481010-89250000-DHHS Commissioner 030-500311-Equipment General (New)	48130461	$1,500	100% Fed
2011	05-95-48-481010-78720000-DHHS Commissioner 072-500575-Grants to Non-Profits (federal)	48130535	$10,000	100% Fed
2011	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950120	$9,000	50% Fed 50% Gen
	Subtotal-FY 2011		$20,500	
2012	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950120	$9,000	50% Fed 50% Gen
	Subtotal FY 2012		$9,000	
2013	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950120	$9,000	50% Fed 50% Gen
	Subtotal FY 2013		$9,000	
	Grand total		$38,500	

EXPLANATION

RTM Designs provides the BEAS and the ServiceLink Resource Center Network ("SLRC") with an integrated database and information and referral resource tracking system called Refer7. Refer7 allows BEAS and SLRC to centrally manage program activity conducted statewide at all 13 SLRC offices. The system is used for call management, information & referral, general needs assessment, resource tracking, and a web-based community resource search engine. The system tracks all contacts and calls made to SLRC, client demographics, service referrals, and unmet service needs. Refer7 has allowed BEAS, SLRC, and over 4,000 services agencies to develop a comprehensive and detailed database of long term care options and support for older adults, adults with disabilities or chronic illnesses, and caregivers and their families. Refer7 provides BEAS and SLRC with a searchable website available to the public where individuals can search for services in their community. This website is accessed through the SLRC home page and has logged over 7,000 searches in the last 7 months.

This Amendment allows RTM to make changes to the State Health Insurance Assistance Program (SHIP) forms, Family Caregiver forms and Grandparent/Relative Caregiver forms so as to fulfill federal requirements. It also creates a contingency fund of $9,000 per year for three years, allowing BEAS to quickly make federally mandated technical and service modifications. Lastly, the amendment modifies the change control procedure of the basic contract, requiring any change implemented through the contingency fund to be approved by DoIT.

This Amendment is sole source because the amount exceeds 10% of the original contract and because the work must be done by the owner of the proprietary software.

Geographic Area to be Served

The services provided under this agreement are applicable to statewide collection and analysis of health care price and performance data.

Source of Funds

Funds available in SFY 2011 in appropriation 05-95-48-481010-89250000-030-500311 are 100% Federal funds. Funds available in SFY 2011 in appropriation 05-95-48-481010-78720000-072-500575 are 100% Federal funds. The source funds for Class 27 in appropriation 01-03-03-030010-76950000- 046-500465 available in SFY 2011 in are 50% State General funds and 50% Federal funds. Funds are anticipated to be available in SFY 2012 and 2013 are based upon the same 50% State General funds and 50% Federal funds ratio.

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

Respectfully submitted,

Nicholas A. Toumpas
Commissioner

Peter C. Hastings
Interim Commissioner

PH/dp

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

September 1, 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 request to enter into a contract amendment (#2009-2013 Amendment 1) with RTM Designs (VC # 171274), of Hendersonville, NC. This Amendment will modify the Contract Change Control Procedures and provide additional funds to make changes to the NH ServiceLink Information and Referral Software System in response to federal mandates. The Contract is further described below and referenced as DoIT #2009-2013A.

> This Amendment allows RTM to make changes to the ServiceLink State Health Insurance Assistance Program (SHIP) forms, Family Caregiver forms and Grandparent/Relative Caregiver forms so as to fulfill federal requirements. It also creates a contingency fund of $9,000 per year for three years, allowing BEAS to quickly make federally mandated technical and service modifications. Lastly, the Amendment modifies the Change Control Procedure of the basic Contract, requiring any change implemented through the contingency fund to be approved by DoIT. This Amendment will increase the total contract value by $38,500 from $89,944 to a total contract value not to exceed $128,444. The Contract shall be effective upon Governor and Council approval.

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

Sincerely,

Peter C. Hastings

Peter C. Hastings

PH/dcp
2009-2013A
A&E RID #9737

cc: Wendy Aultman
Kerri Coons

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2009-2013, on July 15, 2009, Item #6 (herein after referred to as the "Agreement"), RTM Designs agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 12:17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the Contract price by $38,500 from $89,944 to a new total contract price of $128,444.

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

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

The Agreement is hereby amended as follows:

1. The Statement of Work of the Agreement is amended by:

   1.1 Changing Section 1.8 of the Statement of Work by increasing the Price Limitation by $38,500 from $89,944 to $128,444.

   1.2 Replacing Section 9: *Change Orders*, as follows:

9. CHANGE ORDERS

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

RTM Designs 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 RTM Designs' 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 RTM Designs to the State, and the State acceptance of RTM Designs' 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.

All final Change Orders shall be approved in writing by the Department of Information Technology, shall include original problem statement, specifications, anticipated timeline, hourly rate, number of hours, and staff positions, and shall be subject to the Contract amendment process described in the Contract Agreement SOW, Section 12.17, as determined to apply by the State.

2. Exhibit A of the Agreement is further amended by adding Section 2.2 of Amendment A – Activities / Deliverables / Milestones as described below:

2.2 Implementation Schedule Amendment A – Activities / Deliverables / Milestones

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	**SHIP (State Health Insurance assistance Program) Client Contact Form and Batch Upload Data File**	Hosted System	
	A. Enhance and redesign the Refer7 SHIP Client Contact Form used by ServiceLink Resource Centers to increase documentation and reporting for personal contacts and counseling sessions. Detailed design instructions included as Attachment 1 to Exhibit A		Nov 5, 2010
	B. Produce a batch upload data file in the Centers for Medicare & Medicaid Services' (CMS) standard format for upload to the CMS national database, called SHIPTalk. The SHIP Client Contact form's data upload process shall be 100% error free, in accordance with CMS's guidelines to be eligible for the annual SHIP Performance Award.		Nov 19, 2010
2	**Family Caregiver Forms and Summary Reports**	Hosted System	Nov 5, 2010
	A. RTM Designs will develop and implement an automated form to collect data as part of the ServiceLink Resource Center Refer7 program. Detailed design instructions included as Attachment 1 to Exhibit A		
3	**Grandparent/Relative Caregiver Form and**	Hosted	Nov 5, 2010

	Summary Report	System	
	A. RTM Designs will develop and implement an automated form to collect data as part of the ServiceLink Resource Center Refer7 program. Detailed design instructions included as Attachment 1 to Exhibit A		
4	Technical/Service Modifications SfY 11	Hosted System	To be determined by Change Control Process
5	Technical/Service Modifications SfY 12	Hosted System	To be determined by Change Control Process
6	Technical/Service Modifications SfY 13	Hosted System	To be determined by Change Control Process

2.3 Add Section 2.3: Amendment A Attachments to Contract Exhibit A as follows.

2.3 Amendment A Attachments to Contract Exhibit A

Attachment 1 To Exhibit A
SHIP Form Modifications

This Attachment contains detailed directions for the construction of:

A. SHIP Client Contact Form
B. Client Contact Batch Upload File Specifications
C. Value Tables
D. Field Validation Rules

Data Fields and Commonality with Family or Grandparent/Relative Caregiver Forms

Where possible, common data fields should be shared between the SHIP Client Contact Form and the Family or Grandparent/Relative Caregiver Forms (Attachments 2 and 3 to Exhibit A). If data has been entered for a client on one form, it should carry through to other forms to eliminate duplicate data entry and disparate data.

Data fields with "Unknown" as one of the answers should be mandatory. The user cannot complete the form without one of the other answers or Unknown being selected.

For fields requiring a Date of Birth and if it is entered, the system should automatically populate the age or age range. If the Date of Birth is not available, the user will select the appropriate age or age range.

All data elements in the 3 (three) new forms should be available for reporting through the standard Refer7 query tool.

A. Client Contact Form

CLIENT CONTACT FORM

OMB No. 0938-0850

Client Identifiers - To Be Used To Lookup Clients With More Than One Contact and Link All Such Contacts Together	
Client Identifier Used by Your Agency or State	
Client Identifier Auto-Assigned by NPR - Optional	

Client Name and Contact Information - Optional	
Client First Name	_____
Client Last Name	_____
Client Phone Number	(___) - ___ - ____
Representative First Name	_____
Representative Last Name	_____

How Did Client Learn About SHIP	
1	Previous Contact
2	CMS / Medicare
3	Presentations
4	Mailings
5	Another Agency
6	Friend or Relative
7	Media
8	State Website
9	Other
99	Not Collected

Client ZIP Code and County Code	
ZIP Code of Client Residence	
County Code of Client Residence - Optional	

Counselor and Agency	
Counselor User ID	
Agency Code	
County Code of Counselor Location	
ZIP Code of Counselor Location	

Method of Contact	
1	Phone Call
2	Face to Face at Counseling Location or Event Site
3	Face to Face at Client's Home or Facility
4	E-Mail
5	Postal Mail or Fax

Date of Contact ___ / ___ / ____

First vs Continuing Contact	
1	First Contact for Issue
2	Continuing Contacts for Issue

Client Age Group	
1	64 or Younger
2	65-74
3	75-84
4	85 or Older
9	Not Collected

Client Gender	
1	Female
2	Male
9	Not Collected

Client Race-Ethnicity - Check all that Apply	
1	Hispanic, Latino, or Spanish Origin
2	White, Non-Hispanic
3	Black, African American
4	American Indian or Alaska Native
5	Asian Indian
6	Chinese
7	Filipino
8	Japanese
9	Korean
10	Vietnamese
11	Native Hawaiian
12	Guamanian or Chamorro
13	Samoan
14	Other Asian
15	Other Pacific Islander
16	Some Other Race-Ethnicity
99	Not Collected

Client Primary Language Other Than English	
1	Primary Language Other Than English
2	English is Client's Primary Language
9	Not Collected

Client Monthly Income	
1	Below 150% FPL
2	At or Above 150% FPL
9	Not Collected

Client Assets	
1	Below US Asset Limits
2	Above US Asset Limits
9	Not Collected

Receiving or Applying for Social Security Disability or Medicare Disability	
1	Yes
2	No
9	Not Collected

Dual Eligible with Mental Illness/Mental Disability	
1	Yes
2	No
9	Not Collected

Vendor Initials

PRESCRIPTION DRUG ASSISTANCE

Medicare Prescription Drug Coverage (Part D)

1	Eligibility/Screening
2	Benefit Explanation
3	Plans Comparison
4	Plan Enrollment/Disenrollment
5	Claims/Billing
6	Appeals/Grievances
7	Fraud and Abuse
8	Marketing/Sales Complaints or Issues
9	Quality of Care
10	Plan Non-Renewal

Part D Low Income Subsidy (LIS/Extra Help)

11	Eligibility/Screening
12	Benefit Explanation
13	Application Assistance
14	Claims/Billing
15	Appeals/Grievances

Other Prescription Assistance

16	Union/Employer Plan
17	Military Drug Benefits
18	Manufacturer Programs
19	State Pharmaceutical Assistance Programs
20	Other _____

MEDICARE (Parts A & B)

21	Eligibility
22	Benefit Explanation
23	Claims/Billing
24	Appeals/Grievances
25	Fraud and Abuse
26	Quality of Care

MEDICARE ADVANTAGE (HMO, POS, PPO, PFFS, SNP, MSA, Cost)

27	Eligibility/Screening
28	Benefit Explanation
29	Plans Comparison
30	Plan Enrollment/Disenrollment
31	Claims/Billing
32	Appeals/Grievances
33	Fraud and Abuse
34	Marketing/Sales Complaints or Issues
35	Quality of Care
36	Plan Non-Renewal

MEDICARE SUPPLEMENT/SELECT

37	Eligibility/Screening
38	Benefit Explanation
39	Plans Comparison
40	Claims/Billing
41	Appeals/Grievances
42	Fraud and Abuse
43	Marketing/Sales Complaints or Issues
44	Quality of Care
45	Plan Non-Renewal

MEDICAID

46	Medicare Savings Programs (MSP) Screening (QMB, SLMB, QI)
47	MSP Application Assistance
48	Medicaid (SSI, Nursing Home, MEPD, Elderly Waiver) Screening
49	Medicaid Application Assistance
50	Medicaid/QMB Claims
51	Fraud and Abuse

OTHER

52	Long Term Care (LTC) Insurance
53	LTC Partnership
54	LTC Other
55	Military Health Benefits
56	Employer/Federal Employee Health Benefits (FEHB)
57	COBRA
58	Other Health Insurance
59	Other

Total Time Spent on This Contact Date			
HH	Hours	MM	Minutes

Status	
1	General Information and Referral
2	Detailed Assistance - In Progress
3	Detailed Assistance - Fully Completed
4	Problem Solving / Problem Resolution - In Progress
5	Problem Solving / Problem Resolution - Fully Completed

Nationwide and CMS Special Use Fields									
01	02	03	04	05	06	07	08	09	10

State and Local Special Use Fields									
01	02	03	04	05	06	07	08	09	10

Vendor Initials

B. Client Contact Batch Upload File Specifications

Client Contact Batch Upload File Specifications

Field Position	Field name	Is Required (cannot be BLANK)	Data Type	Maximum Length	Comments
1	Action	Yes	Text	1	Refer to field explanation
2	State FIPS Code	Yes	Text	2	Refer to field explanation
3	Unique Record ID	Yes	Text	40	Refer to field explanation
4	Unique Client ID used by your Agency or State	Yes	Text	40	Refer to field explanation
5	Client First Name	No	Text	50	Optional field
6	Client Last Name	No	Text	50	Optional field
7	Client Phone Number	No	Text	20	May include phone extensions
8	Representative First Name	No	Text	50	Representative of Client
9	Representative Last Name	No	Text	50	Representative of Client
10	How Did Client Learn About the SHIP	Yes	Numeric	2	Refer to Value Table A
11	ZIP Code of Client Residence	Yes	Text	5	Refer to Zip Code Rule
12	FIPS County Code of Client Residence	No	Text	5	Client's State County code (Optional)
13	Counselor User ID	Yes	Numeric	6	NPR User ID of Counselor
14	Agency Code	Yes	Text	6	Refer to field explanation
15	FIPS County Code of Counselor Location	Yes	Text	5	Your County Code
16	ZIP Code of Counselor Location	Yes	Text	5	Refer to Zip Code Rule
17	Method of Contact	Yes	Numeric	1	Refer to Value Table F
18	Date of Contact	Yes	Date	10	e.g., 2/12/2010 e.g., 02/12/2010
19	First Vs Continuing Contact	Yes	Numeric	1	Refer to Value Table G
20	Client Age Group	Yes	Numeric	1	Refer to Value Table B
21	Client Gender	Yes	Numeric	1	Refer to Value Table C
	[redacted]		[redacted]	[redacted]	[redacted]
22	Hispanic, Latino or Spanish Origin	No	Boolean	5	Refer to Boolean Type
23	White, Non-Hispanic	No	Boolean	5	Refer to Boolean Type
24	Black, African American	No	Boolean	5	Refer to Boolean Type

25	American Indian or Alaska Native	No	Boolean	5	Refer to Boolean Type
26	Asian Indian	No	Boolean	5	Refer to Boolean Type
27	Chinese	No	Boolean	5	Refer to Boolean Type
28	Filipino	No	Boolean	5	Refer to Boolean Type
29	Japanese	No	Boolean	5	Refer to Boolean Type
30	Korean	No	Boolean	5	Refer to Boolean Type
31	Vietnamese	No	Boolean	5	Refer to Boolean Type
32	Native Hawaiian	No	Boolean	5	Refer to Boolean Type
33	Guamanian or Chamorro	No	Boolean	5	Refer to Boolean Type
34	Samoan	No	Boolean	5	Refer to Boolean Type
35	Other Asian	No	Boolean	5	Refer to Boolean Type
36	Other Pacific Islander	No	Boolean	5	Refer to Boolean Type
37	Some Other Race / Ethnicity	No	Boolean	5	Refer to Boolean Type
38	Not Collected	No	Boolean	5	Refer to Race-Ethnicity section Validation Rule
39	Client Primary Language Other Than English	Yes	Numeric	1	Refer to Value Table H
40	Client Monthly Income	Yes	Numeric	1	Refer to Value Table D
41	Client Assets	Yes	Numeric	1	Refer to Value Table E
42	Receiving or Applying for Social Security Disability or Medicare Disability	Yes	Numeric	1	Refer to Value Table I
43	Dual Eligible with Mental Illness Mental Disability	Yes	Numeric	1	Refer to Value Table K
	[redacted]		[redacted]		
44	Eligibility/Screening	No	Boolean	5	Refer to Boolean Type
45	Benefit Explanation	No	Boolean	5	Refer to Boolean Type
46	Plans Comparison	No	Boolean	5	Refer to Boolean Type
47	Plans Enrollment/Disenrollment	No	Boolean	5	Refer to Boolean Type
48	Claims/Billing	No	Boolean	5	Refer to Boolean Type
49	Appeals/Grievances	No	Boolean	5	Refer to Boolean Type
50	Fraud and Abuse	No	Boolean	5	Refer to Boolean Type
51	Marketing/Sales Complaints or Issues	No	Boolean	5	Refer to Boolean Type
52	Quality of Care	No	Boolean	5	Refer to Boolean Type
53	Plan Non-Renewal	No	Boolean	5	Refer to Boolean Type

54	Eligibility/Screening	No	Boolean	5	Refer to Boolean Type
55	Benefit Explanation	No	Boolean	5	Refer to Boolean Type
56	Application Assistance	No	Boolean	5	Refer to Boolean Type
57	Claims/Billing	No	Boolean	5	Refer to Boolean Type
58	Appeals/Grievances	No	Boolean	5	Refer to Boolean Type
59	Union/Employer Plan	No	Boolean	5	Refer to Boolean Type
60	Military Drug Benefits	No	Boolean	5	Refer to Boolean Type
61	Manufacturer Programs	No	Boolean	5	Refer to Boolean Type
62	State Pharmaceutical Assistance Programs	No	Boolean	5	Refer to Boolean Type
63	Other	No	Text	255	If size of text is greater than 255, only the first 255 will be used.
64	Eligibility	No	Boolean	5	Refer to Boolean Type
65	Benefit Explanation	No	Boolean	5	Refer to Boolean Type
66	Claims/Billing	No	Boolean	5	Refer to Boolean Type
67	Appeals/Grievances	No	Boolean	5	Refer to Boolean Type
68	Fraud and Abuse	No	Boolean	5	Refer to Boolean Type
69	Quality of Care	No	Boolean	5	Refer to Boolean Type
70	Eligibility/Screening	No	Boolean	5	Refer to Boolean Type
71	Benefit Explanation	No	Boolean	5	Refer to Boolean Type
72	Plans Comparison	No	Boolean	5	Refer to Boolean Type
73	Plan	No	Boolean	5	Refer to Boolean Type

	Enrollment/Disenrollment				
74	Claims/Billing	No	Boolean	5	Refer to Boolean Type
75	Appeals/Grievances	No	Boolean	5	Refer to Boolean Type
76	Fraud and Abuse	No	Boolean	5	Refer to Boolean Type
77	Marketing/Sales Complaints or Issues	No	Boolean	5	Refer to Boolean Type
78	Quality of Care	No	Boolean	5	Refer to Boolean Type
79	Plan Non-Renewal	No	Boolean	5	Refer to Boolean Type
80	Eligibility/Screening	No	Boolean	5	Refer to Boolean Type
81	Benefit Explanation	No	Boolean	5	Refer to Boolean Type
82	Plans Comparison	No	Boolean	5	Refer to Boolean Type
83	Claims/Billing	No	Boolean	5	Refer to Boolean Type
84	Appeals/Grievances	No	Boolean	5	Refer to Boolean Type
85	Fraud and Abuse	No	Boolean	5	Refer to Boolean Type
86	Marketing/Sales Complaints or Issues	No	Boolean	5	Refer to Boolean Type
87	Quality of Care	No	Boolean	5	Refer to Boolean Type
88	Plan Non-Renewal	No	Boolean	5	Refer to Boolean Type
89	Medicare Savings Programs (MSP) Screening (QMB,SLMB,QI)	No	Boolean	5	Refer to Boolean Type
90	MSP Application Assistance	No	Boolean	5	Refer to Boolean Type
91	Medicaid (SSI, Nursing Home, MEPD, Elderly Waiver) Screening	No	Boolean	5	Refer to Boolean Type
92	Medicaid Application Assistance	No	Boolean	5	Refer to Boolean Type
93	Medicaid/QMB Claims	No	Boolean	5	Refer to Boolean Type
94	Fraud and Abuse	No	Boolean	5	Refer to Boolean Type

95	Long Term Care (LTC) Insurance	No	Boolean	5	Refer to Boolean Type
96	LTC Partnership	No	Boolean	5	Refer to Boolean Type
97	LTC Other	No	Boolean	5	Refer to Boolean Type
98	Military Health Benefits	No	Boolean	5	Refer to Boolean Type
99	Employer/Federal Employer Health Benefits (FEHB)	No	Boolean	5	Refer to Boolean Type
100	COBRA	No	Boolean	5	Refer to Boolean Type
101	Other Health Insurance	No	Boolean	5	Refer to Boolean Type
102	Other	No	Text	255	If size of text is greater than 255, only the first 255 will be used
103	Hours Spent	Yes	Numeric	2	Less than or Equal to 24; e.g., 2
104	Minutes Spent	Yes	Numeric	2	Less than or Equal to 59; e.g., 15
105	Status	Yes	Numeric	1	Refer to Value Table L
106	Field 01	No	Text	10	Max 10 characters
107	Field 02	No	Text	10	Max 10 characters
108	Field 03	No	Text	10	Max 10 characters
109	Field 04	No	Text	10	Max 10 characters
110	Field 05	No	Text	10	Max 10 characters
111	Field 06	No	Text	10	Max 10 characters
112	Field 07	No	Text	10	Max 10 characters
113	Field 08	No	Text	10	Max 10 characters
114	Field 09	No	Text	10	Max 10 characters
115	Field 10	No	Text	10	Max 10 characters
116	Field 01	No	Text	10	Max 10 characters
117	Field 02	No	Text	10	Max 10 characters
118	Field 03	No	Text	10	Max 10 characters
119	Field 04	No	Text	10	Max 10 characters
120	Field 05	No	Text	10	Max 10 characters
121	Field 06	No	Text	10	Max 10 characters
122	Field 07	No	Text	10	Max 10 characters
123	Field 08	No	Text	10	Max 10 characters
124	Field 09	No	Text	10	Max 10 characters
125	Field 10	No	Text	10	Max 10 characters

126	Comments	No	Text	1000	Refer to field explanation

C. Value Tables

How Did Client Learn About SHIP	
Value	Description
1	Previous Contact
2	CMS / Medicare
3	Presentations
4	Mailings
5	Another Agency
6	Friend or Relative
7	Media
8	State Website
9	Other
99	Not Collected

Client Age Group	
Value	Description
1	64 or Younger
2	65-74
3	75-84
4	85 or Older
9	Not Collected

Client Gender	
Value	Description
1	Female
2	Male
9	Not Collected

* Transgender code 3 dropped *

Method of Contact	
Value	Description
1	Phone Call
2	Face to Face at Counseling Location or Event Site
3	Face to Face at Client's Home or Facility
4	E-Mail
5	Postal Mail or Fax

First Vs Continuing Contact	
Value	Description
1	First Contact for Issue
2	Continuing Contacts for Issue

Client Primary Language Other Than English	
Value	Description
1	Primary Language Other Than English
2	English is Client's Primary Language
9	Not Collected

Receiving or Applying for Social Security Disability or Medicare Disability	
Value	Description
1	Yes
2	No
9	Not Collected

Note: For data validation, please follow 'Validation rule: Disability' under the Field_Validation_Rules tab

Client Race-Ethnicity - Coded as Boolean - All that Apply	
Value	Description

Vendor Initials LKK

Client Monthly Income	
Value	Description
1	Below 150% FPL
2	At or Above 150% FPL
9	Not Collected

Client Assets	
Value	Description
1	Below LIS Asset Limits
2	Above LIS Asset Limits
9	Not Collected

Status	
Value	Description
1	General Information and Referral
2	Detailed Assistance - In Progress
3	Detailed Assistance - Fully Completed
4	Problem Solving / Problem Resolution - In Progress
5	Problem Solving / Problem Resolution - Fully Completed

[redacted]	
1	Hispanic, Latino or Spanish Origin
2	White, Non-Hispanic
3	Black, African American
4	American Indian or Alaska Native
5	Asian Indian
6	Chinese
7	Filipino
8	Japanese
9	Korean
10	Vietnamese
11	Native Hawaiian
12	Guamanian or Chamorro
13	Samoan
14	Other Asian
15	Other Pacific Islander
16	Some Other Race/Ethnicity
99	Not Collected

[redacted]	
Value	Description
1	Yes
2	No
9	Not Collected

.D. Field Validation Rules

The Client Contact form MUST be a Tab-Delimited file meaning each field separated from each other by a TAB spacing.
Naming Convention: The file name MUST start with the characters CC_ (CC followed by underscore)
The file will need to have an extension .txt. All other file extensions will be rejected.
The file can have any number of Contact records, each record in a separate line, one below the other.
Each Contact record (which is a one row) in the file will contain several fields, separated by a TAB space.
In a tab-delimited file, the number of fields in each row MUST be the same without exceptions.
File size limit: The file size cannot exceed 20 megabytes.
If a field does not have a valid value, the field MUST BE LEFT BLANK immediately followed by a TAB space, even if it is the last field in the row.

Field Position	The field position is static. The field position must be in the order, as given in this document. If the value for a field is not available, then the field position can be shifted to the next field using a tab space, in which case, the value for the field will be left blank.
Field Name	The field name refers to the CC-form field names.
Required / Non-blank	The column indicates if the value for a field can be left BLANK or not. If the column contains 'Yes', then the value for the field MUST NOT be blank. If the column contains 'No', then the field can be left blank. If a Required field is left blank, then the record in question will be rejected by the pre-processor.
Data Type	Data Type indicates the type of value that is acceptable for a given field. The data types and the descriptions are give below.
Numeric:	The value for a field of type Numeric can ONLY contain numbers. Alphabets or special symbols will NOT be accepted.
Text:	The value for a field of type Text can contain any character be it alphabets, numbers, special characters.
Date:	Value for a field of type "Date", MUST be of mm/dd/yyyy format. Acceptable values: 02/10/2009 2/10/2009
Boolean (True or False):	The acceptable values for a field of type 'Boolean' are 'Y', 'N', 'Yes', 'No', 'True', 'False'. The text is NOT CASE SENSITIVE. The text could be "yes", "no", "TRUE", "No", 'false', 'n','Y' etc. However, the values 1, 0 will NOT BE ACCEPTED.
Maximum Length	The maximum length is the maximum number of characters allowed for the value of a field. For example, a field with a maximum length of 10 can accommodate the following values: "Home Bound", "07/01/2009" etc

Field	Explanation
Action	The action MUST be one of the following values: A - Stands for 'Add'. Value 'A' indicates that the record is a new record never before submitted. U - Stands for 'Update'. Value 'U' indicates that an update is being requested for a previous record that matches the Agency Code + Unique Record ID being uploaded. D - Stands for 'Delete'. Value 'D' indicates that a delete operation is being requested for a record with the Agency Code + Unique Record ID being uploaded.
State FIPS Code	State FIPS Code for your State e.g., Alabama state FIPS code is 01
Unique Record ID	Each of the Client Contact records submitted via the File Upload process, MUST have a Unique Record Identifier (ID). The Unique Record ID will be helpful in identifying a record for making further changes to the record that has already been uploaded to NPR. The Unique Record ID will be generated by the agency or state that is uploading the file. Every Unique Record ID submitted via upload files MUST be unique not only for the batch being submitted, but also must be unique across the entire history of client contact records submitted by the State or Agency.
Unique Client ID used by your Agency or State	The Unique Client ID is a unique identifier for each Client in your agency or State. The Unique Client ID is to be used to identify clients with more than one contact and to link all such contacts together.
Agency Code	Use the Agency code that was granted to your agency by NPR. The agency code must be passed as a text with any leading zeros (0s) preserved.
Comments	Any free text comment entered by Counselor. If the field contains more than 1000 characters, the text will be trimmed to the first 1000 characters.

Validation: ZIP Code Rule

ZIP Code of Counselor Location	The ZIP Codes MUST be 5 digits in length. The leading zeroes MUST be preserved. The ZIP Code of Counselor Location MUST be associated with an appropriate County FIPS Code value. The ZIP Code of Counselor Location CANNOT be 99999.
ZIP Code of Client Residence	The ZIP Codes MUST be 5 digits in length. The leading zeroes MUST be preserved. If specified, the ZIP Code of Client Residence MUST be associated with an appropriate Client County of Residence FIPS Code value. Truly unobtainable ZIP Code of Client Residence should be coded as 99999.

Validation Rule: Race-Ethnicity section

Client Race-Ethnicity section	At least one of the fields of Race-Ethnicity Section MUST contain a Boolean True ('Y', 'yes', 'True' etc).
'Not Collected' field	When any field other than the 'Not Collected' field contain a Boolean True, the value of 'Not Collected' will be automatically set to 'N'.

Validation Rule: Disability (For Value Table I in Value_Tables tab)

Disability MUST be Boolean False (e.g., 'N') if Client Age Group is either 2, 3 or 4.
For Client Age Group values, refer to Client Age Group table in Value_Tables tab.

The special fields provided in the 'Nationwide and CMS Special Use Fields' and 'State and Local Special Use Fields' sections can be at the maximum of 10 characters only and can include alphabets, numbers or special characters.

At least one topic selection Rule

At least one of the items from any of the Total Array of Topics MUST be selected. In other words, all topics cannot be left blank.

Additional field Validation rules are currently in development. An expanded set of field validation rules will be provided at a future date.

Attachment 2 To Exhibit A
Family Caregiver Form and Summary Report

This Attachment contains detailed directions for the construction of:

A. Family Caregiver Form

The form outlined below contains the data elements required for the Administration on Aging Annual State Performance Report.

B. Family Caregiver Summary Report

This report is a summary of the client information gathered in the Family Caregiver Form. The report is run by Federal Fiscal Year (October – September) for counts of clients served during that year.

Data Fields and Commonality with SHIP or Grandparent/Relative Caregiver Forms

Where possible, common data fields should be shared between the Family Grandparent/Relative Caregiver Forms and the SHIP Client Contact Form (Attachment 1 to Exhibit A). If data has been entered for a client on one form, it should carry through to other forms to eliminate duplicate data entry and disparate data.

Data fields with "Unknown" as one of the answers should be mandatory. The user cannot complete the form without one of the other answers or Unknown being selected.

For fields requiring a Date of Birth and if it is entered, the system should automatically populate the age or age range. If the Date of Birth is not available, the user will select the appropriate age or age range.

All data elements in the new forms should be available for reporting through the standard Refer7 query tool.

A. Family Caregiver Form

Specialist Name:	Research: ☐ Yes ☐ No Rural: ☐ Yes ☐ No	Date of Initial Contact: __/__/____ Length of Time in Program: __[auto amt]__

Referral Source:	Services Utilized: (check all that apply)		
☐ Hospitals ☐ Nursing or Rehab ☐ ADRC ☐ CILs ☐ Home Health Agency ☐ Adult Day ☐ Individual	☐ Nursing care at home ☐ Personal Care ☐ Homemaker services ☐ Chore services	☐ Respite Care ☐ Caregiver Support ☐ Support Group ☐ Powerful Tools for CGs	☐ Home Delivered Meals ☐ Home Modifications ☐ Occupational Therapy ☐ Assistive Technology ☐ Environmental Services ☐ Other Goods & Services [text field]

2.4 Section 1: Caregiver Specific Information

Name of Caregiver:	Ethnicity of Caregiver:	Marital Status of Caregiver:
Gender of Caregiver: ☐ Male ☐ Female ☐ Unknown	☐ Hispanic Origin ☐ Non-Hispanic Origin ☐ Unknown [can this be auto-filled from client contact sheet?]	☐ Never Married ☐ Unknown ☐ Married ☐ Divorced ☐ Living with Partner ☐ Widowed

Age of Caregiver:	Annual Income:	Race of Caregiver:	Relationship of Caregiver to Care Recipient:
DOB__/__/____ ☐ Under 60 ☐ 60-74 ☐ 75-84 ☐ 85+ ☐ Unknown	☐ $0-20,000 ☐ $20,001-40,000 ☐ $40,001-60,000 ☐ Over $60,000 ☐ Unknown	☐ White Alone ☐ Black or African Amer. ☐ Amer. Ind./Alaska Native ☐ Asian ☐ Nat. Hawaiian/Pacific Islander ☐ Two or more races ☐ Some other race ☐ Unknown	☐ Husband ☐ Unknown ☐ Wife ☐ Partner ☐ Son/Son-in-Law ☐ Daughter/Daughter-in-Law ☐ Other Relative ☐ Non- Relative

Section 2: Care Recipient Specific Information

Name of Care Recipient:	Functional Impairments Status	Cognitive Impairment
Gender of Care Recipient: ☐ Male ☐ Female ☐ Unknown	☐ 0 ADLs ☐ 4 ADLs ☐ 1 ADL ☐ 5 or more ADLs ☐ 2 ADLs ☐ Unknown ☐ 3 ADLs	☐ Yes ☐ No ☐ Unknown

Age of Care Recipient:	Living Arrangement:	Annual Income:	Assets:
DOB__/__/____ ☐ Under 60 ☐ 60-74 ☐ 75-84 ☐ 85+ ☐ Unknown	☐ Alone ☐ W/Spouse/Partner ☐ With Children ☐ With Relatives ☐ With Non-Relatives ☐ Unknown	☐ $0-20,000 ☐ $20,001-40,000 ☐ $40,001-60,000 ☐ Over $60,000 ☐ Unknown	☐ $0-5,000 ☐ $5,001-10,000 ☐ $10,001-20,000 ☐ $20,001-30,000 ☐ Over $30,000 ☐ Unknown

Section 3: Discontinuing Program

Reason for discontinuing:		Date of Discontinuation: __/__/____
☐ No longer need/remaining in community ☐ No longer eligible/remaining in community	☐ Deceased ☐ Unknown	Enrolled in Medicaid: __/__/____

☐ Entered Hospital ☐ Entered Nursing Home (temporary or permanent) ☐ Moved Out of Service Area	

B. Family Caregiver Summary Report

Caregiver Characteristics	All Caregivers	Age of the Caregiver			
		Under 60	Age 60-74	Age 75-84	Age 85 +
Total Caregivers					
Caregivers with Age Data					
Age Missing					
Female					
Male					
Gender Missing					
Rural					
Rural Missing					
Caregivers by Ethnicity					
Hispanic or Latino					
Not Hispanic or Latino					
Ethnicity Missing					
Caregivers by Race or Ethnicity					
White (Alone) – Non-Hispanic					
Total Minorities					
White (Alone) –Hispanic					
Am. Ind./Alaska Native (Alone)					
Asian (Alone)					
Black or African American (alone)					
Native Hawaiian or Other Pacific Islander (Alone)					
Persons Reporting Some Other Race					
Persons Reporting 2 or More Races					
Race Missing					
Caregivers by Relationship					
Husband					
Wife					
Son/Son-in-Law					
Daughter/Daughter-in-law					
Other Relative					
Non-Relative					
Relationship Missing					

Attachment 3 To Exhibit A
Grandparent/Relative Caregiver Form and Summary Report

This Attachment contains detailed directions for the construction of:

A. Grandparent/Relative Caregiver Form

The form outlined below contains the data elements required for the Administration on Aging Annual State Performance Report.

B. Grandparent/Relative Caregiver Summary Report

This report is a summary of the client information gathered in the Family Caregiver Form. The report is run by Federal Fiscal Year (October – September) for counts of clients served during that year.

Data Fields and Commonality with SHIP or Grandparent/Relative Caregiver Forms

Where possible, common data fields should be shared between the Family Grandparent/Relative Caregiver Forms and the SHIP Client Contact Form (Attachment 1 to Exhibit A). If data has been entered for a client on one form, it should carry through to other forms to eliminate duplicate data entry and disparate data.

Data fields with "Unknown" as one of the answers should be mandatory. The user cannot complete the form without one of the other answers or Unknown being selected.

For fields requiring a Date of Birth and if it is entered, the system should automatically populate the age or age range. If the Date of Birth is not available, the user will select the appropriate age or age range.

All data elements in the new forms should be available for reporting through the standard Refer7 query tool.

A. Grandparent/Relative Caregiver Form

Grandparent/Relative Caregiver Form		
Specialist Name:	Rural: ☐ Yes ☐ No	Date of Initial Contact: __/__/____ Length of Time in Program: _____

Referral Source:	Services Utilized: (check all that apply)		
☐ DCYF ☐ ADRC ☐ Community Program ☐ School/Counselor ☐ Individual	☐ Homemaker services ☐ Chore services. ☐ Support Group ☐ Family Support ☐ FANF	☐ Respite Care ☐ Day Care/Day Camp ☐ After School Program ☐ Overnight Camp	☐ Home Modifications ☐ Assistive Technology ☐ Environmental Services ☐ Other Goods & Services _____

2.5 Section 1: Grandparent/Relative Caregiver Specific Information			
Name of Caregiver:		Ethnicity of Caregiver: ☐ Hispanic Origin ☐ Non-Hispanic Origin ☐ Unknown [can this be auto-filled from client contact sheet?]	Marital Status of Caregiver: ☐ Never Married ☐ Unknown ☐ Married ☐ Divorced ☐ Living with Partner ☐ Widowed
Gender of Caregiver: ☐ Male ☐ Female ☐ Unknown			
Age of Caregiver: DOB__/__/____ ☐ Under 55 ☐ 55-74 ☐ 75-84 ☐ 85+ ☐ Unknown	Annual Income: ☐ $0-20,000 ☐ $20,001-40,000 ☐ $40,001-60,000 ☐ Over $60,000 ☐ Unknown	Race of Caregiver: ☐ White Alone ☐ Black or African Amer. ☐ Amer. Ind./Alaska Native ☐ Asian ☐ Nat. Hawaiian/Pacific Islander ☐ Two or more races ☐ Some other race ☐ Unknown	Living Arrangement of Caregiver: ☐ Alone ☐ With Spouse/Partner ☐ With Children ☐ With Other Relatives ☐ With Non-Relatives ☐ Unknown

Section 2: Child Specific Information		
A. Name of Child:	Relationship of Grandparent/Relative Caregiver to Child:	
Gender of Child: ☐ Male ☐ Female ☐ Unknown DOB: __/__/____ Age: (auto)	☐ Grandmother ☐ Great-Grandmother ☐ Grandfather ☐ Great-Grandfather	☐ Aunt ☐ Great-Aunt ☐ Uncle ☐ Great-Uncle ☐ Other relative:___(text box)___
B. Name of Child:	Relationship of Grandparent/Relative Caregiver to Child:	
Gender of Child: ☐ Male ☐ Female ☐ Unknown	☐ Grandmother ☐ Great-Grandmother	☐ Aunt ☐ Great-Aunt

DOB: __/__/____ Age:[auto]	☐ Grandfather ☐ Great-Grandfather	☐ Uncle ☐ Great-Uncle ☐ Other relative: ___[text box]___
C. Name of Child:	Relationship of Grandparent/Relative Caregiver to Child:	
Gender of Child: ☐ Male ☐ Female ☐ Unknown DOB: __/__/____ Age:[auto]	☐ Grandmother ☐ Great-Grandmother ☐ Grandfather ☐ Great-Grandfather	☐ Aunt ☐ Great-Aunt ☐ Uncle ☐ Great-Uncle ☐ Other relative: ___[text box]___

B. Grandparent/Relative Caregiver Summary Report

Grandparent/Relative Caregiver Characteristics	All Caregivers	Age of the Caregiver		
		Age 55-74	Age 75-84	Age 85 +
Total Caregivers				
Caregivers with Age Data				
Age Missing				
Female				
Male				
Gender Missing				
Rural				
Rural Missing				
Caregivers by Ethnicity				
Hispanic or Latino				
Not Hispanic or Latino				
Ethnicity Missing				
Caregivers by Race or Ethnicity				
White (Alone) – Non-Hispanic				
Total Minorities				
White (Alone) - Hispanic				
Am. Ind./Alaska Native (Alone)				
Asian (Alone)				
Black or African American (alone)				
Native Hawaiian or Other Pacific Islander (Alone)				
Persons Reporting Some Other Race				
Persons Reporting 2 or More Races				
Race Missing				
Caregivers by Relationship				
Grandparents				
Other Elderly Relative				
Other Elderly Non-Relative				
Relationship Missing				
Total Individuals Receiving Care (children 18 or younger)				

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT A

3. Exhibit B of the Agreement is amended as described below:

3.1 Replace Exhibit B, 1. Deleverable Payment Schedule, Firm Fixed Price with the following Paragraph.

Firm Fixed Price

This is a Firm-Fixed-Price Contract totaling $128,444 for the period between the Effective Date through July 31, 2013. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below.

3.2 After Firm Fixed Price Table 1, add Table 2 as follow.

Table 2: Amendment 1 Activity, Deliverable, or Milestone Price and Payment Table

Ref. Number	Activity, Deliverable, or Milestone	Projected Delivery Date	Cost
1	**1. SHIP Client Contact Form and Batch Upload Data File**		$1,500
	A. Enhance and redesign the Refer7 SHIP Client Contact Form used by ServiceLink Resource Centers to increase documentation and reporting for personal contacts and counseling sessions. Detailed design instructions included as Attachment 1 to Exhibit A	Nov 5, 2010	
	B. Produce a batch upload data file in the Centers for Medicare & Medicaid Services' (CMS) standard format for upload to the CMS national database, called SHIPTalk.	Nov 19, 2010	
2	**2. Family Caregiver Forms and Summary Reports**	Nov 5, 2010	$5,000
	A. RTM Designs will develop and implement an automated form to collect data as part of the ServiceLink Resource Center Refer7 program. Detailed design instructions included as Attachment 1 to Exhibit A		
3	**3. Grandparent/Relative Caregiver Form and Summary Report**	Nov 5, 2010	$5,000
	A. RTM Designs will develop and implement an automated form to collect data as part of the ServiceLink Resource Center Refer7 program. Detailed design instructions		

	included as Attachment 1 to Exhibit A		
SUB TOTAL	New Modifications		$11,500
4	Contingency for Technical/Service Modifications SfY 11	To be determined by Change Control Process	9,000
5	Contingency for Technical/Service Modifications SfY 12	To be determined by Change Control Process	9,000
6	Contingency for Technical/Service Modifications SfY 13	To be determined by Change Control Process	9,000
SUB TOTAL	Contingencies		$27,000
GRAND TOTAL			$38,500

3.3 Replace Paragraph 2. TOTAL CONTRACT PRICE, as follows;

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 $128,444 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs 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. Table 2 Contract 2009-2013 – Summary of Contract and Amedments

Contract 2009-2013 Summary of Contract and Amedments

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2009-2013	Master Contract	July 31, 2013	$89,944
2009-2013 A	Amendment 1	July 31, 2013	$38,500
	CONTRACT TOTAL	July 31, 2013	$128,444

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AMENDMENT A

Linda N. Ross

Date: 8-24-2010

Linda Ross
RTM Designs

~~Corporate~~ Signature Notarized:
STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

On this the 24 day of August, 2010, before me, LINDA N. ROSS, the undersigned ~~Officer~~, personally appeared and acknowledged her/~~himself~~ to be the OWNER of RTM Designs, a corporation, and that she/~~he~~, as such OWNER 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 Linda N. Ross.

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

Rebecca Dimmosh

Notary Public/Justice of the Peace

My Commission Expires: October 25, 2014

(SEAL)

State of New Hampshire

Peter C. Hastings

Date: 8/24/10

Peter C. Hastings, Interim Commissioner
Department of Information Technology

Date: 8/26/10

Nicholas A. Toumpas, Commissioner
Department of Health and Human Services

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

Date: 9/7/10

State of New Hampshire, Department of Justice

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Linda N. Ross, as a Sole Owner of my Business, RTM Designs, certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this 20th day of August, 2010.

Linda N Ross

Sole Owner

STATE OF North Carolina

COUNTY OF Henderson

On this the 23rd day of August, 2010, before me, Linda N. Ross

_____, the undersigned Officer, personally appeared Linda N. Ross, who acknowledged her/himself to be the Sole Owner, of RTM Designs, a Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as Linda N. Ross.

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

Eloisa D Ambrosio

Notary Public/Justice of the Peace

My Commission Expires: Oct 25, 2014.

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 RTM Designs is a New Hampshire trade name registered on May 12, 2009 and that Linda N. Ross presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 25th day of August, A.D. 2010

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/23/2010

PRODUCER (828)692-9171 FAX: (828)693-0723
Penny Insurance Agency
225 Sixth Ave West

Hendersonville NC 28793

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Itt Hartford Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Linda Ross
830 Sunlight Ridge Drive

Hendersonville NC 28792

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	03SBATA7207	6/5/2010	6/5/2011	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
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under SPECIAL PROVISIONS below	03WECIV4019	4/24/2010	4/24/2011	X WC STATUTORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$ 100,000
						E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is listed as additional insured with respect to the general liability

CERTIFICATE HOLDER

david.perry@doit.nh.gov
New Hampshire Department of
Information Technology
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Stacey Stepp/STACE

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3354 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Richard C. Bailey, Jr.
Chief Information Officer

June 4, 2009

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

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT") to enter into a **SOLE SOURCE** contract, for the benefit of the Department of Health and Human Services ("DHHS"), with RTM Designs of Hendersonville, NC (VC #137767), in the amount of $89,944.00, for system hosting, support, maintenance, and upgrades for the DHHS NH ServiceLink ReferNET SQL Server version Information and Referral ("I&R") Software System. The contract shall be effective upon Governor and Council approval through July 31, 2013.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 50% Federal Funds and 50% General Funds.

Funding is available in account, Operations Division, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Department of Administrative Services Budget Office if needed and justified, contingent on continued appropriations for FY 2010 through FY 2013.

Fiscal Year	Account	Job #	Budget Line #	Amount
2010	010-003-7695-0300-046-0465-7130400	03950120	4210	$22,486.00
2011	010-003-7695-0300-046-0465-7130400	03950120	4210	$22,486.00
2012	010-003-7695-0300-046-0465-7130400	03950120	4210	$22,486.00
2013	010-003-7695-0300-046-0465-7130400	03950120	4210	$22,486.00
		Contract Total		$89,944.00

EXPLANATION

RTM Designs provides the DHHS Bureau of Elderly and Adult Services ("BEAS") and the ServiceLink Resource Center Network ("SLRC") with an integrated database, information, and referral resource tracking system called Refer7. Refer7 allows BEAS and SLRC to centrally manage program activity conducted statewide at all thirteen (13) SLRC offices. The system is used for call management, information and referral, general needs assessment, resource tracking, and a web-based community resource search engine.

The system tracks all contacts and calls made to SLRC, client demographics, service referrals, and unmet service needs. Refer7 has allowed BEAS, SLRC, and over 4,000 services agencies to develop a comprehensive and detailed database of long term care options and support resources for older adults, adults with disabilities or chronic illnesses, and caregivers and their families. Refer7 provides BEAS and SLRC with a searchable website available to the public where individuals can search for services in their community. This website is accessed through the SLRC home page and has logged over 7,000 searches in the last seven (7) months.

Refer7 is vital to the day-to-day operations of the SLRC and over 65 staff utilizing the system. The SLRC staff have been certified and trained as Information and Referral Specialists in the field of Aging. Since the implementation of the system in 2004, more than 300,000 contacts have been recorded. Refer7 is essential to BEAS and SLRC to ensure ongoing program operations, promote and support individual and family direction, and the generation of program evaluation data and statistics to support client need and substantiate state and federal funding for SLRC and BEAS grants.

In 2003, BEAS in partnership with the University of New Hampshire ("UNH") was awarded an Aging and Disability Resource Center grant. The grant required grantees to log all program activity utilizing an automated system for information and referral purposes.

Through a competitive bidding process, BEAS and UNH issued a request for proposal and received proposals from eleven (11) vendors. The five highest scoring bidders (based on a Composite Technical Score) performed demonstrations, and RTM Designs was selected to provide BEAS and the SLRC with Refer7. Refer7 has been in use for 5 years and has been paid for with Aging and Disability Resource Center Grant funding administered by UNH. This grant funding to UNH is ending which necessitates that the State take over responsibility for payment and management of this contract. Consequently, this is a sole source contracting action by BEAS and DoIT. Given the resources available and the cost to implement a different solution, it is not feasible at this time to undertake another competitive procurement.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 50% Federal Funds and 50% General Funds.

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

Respectfully submitted,

Richard C. Bailey, Jr.
Chief Information Officer

RCB/ltm
2009-2013
A&E RID #8334

CC: Leslie Mason
Wendy Aultman

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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www.nh.gov/doit

Richard C. Bailey, Jr.
Chief Information Officer

June 4, 2009

John O'Neal
Department of Information Technology
49 Donovan Street
Concord, NH 03301

Dear Mr. O'Neal,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter a contract (#2009-2013) with RTM Designs (VC #137767), of Hendersonville, NC. The vendor will provide system hosting, support, maintenance, and upgrades for the NH ServiceLink ReferNET SQL Server version Information and Referral (I&R) software system to be used by the ServiceLink network and any other agents authorized by the Bureau of Elderly and Adult Services. The contract is further described below and referenced as DoIT #2009-2010.

> This is a request to contract with RTM Designs for information technology services in the amount of $89,944.00. In previous years, the State has utilized the ReferNET application through an agreement between University of New Hampshire (UNH) and RTM Designs. Funding for this service is now planned to available in the FY2010 DHHS Class 27 budget. The contract shall be effective upon Governor and Council approval and extend through July 31, 2013.

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

Sincerely,

Richard C. Bailey, Jr.

RCB/ltm
2009-2013
A&E RID #8334

cc: Wendy Aultman
Kerri Coons
Leslie Mason

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AGREEMENT STATEMENT OF WORK (SOW)

The State of New Hampshire and RTM Designs hereby mutually agree as follows:

GENERAL PROVISIONS

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Linda Ross dba RTM Designs		1.4 Contractor Address 172 Highlands Sq. Drive #301 Hendersonville, NC 29792	
1.5 Contractor Phone Number 888-933-5052	1.6 Account Number 010-003-7695-0300-046-0465	1.7 Completion Date July 31, 2013	1.8 Price Limitation $89,944.00
1.9 Contracting Officer for State Agency Richard C. Bailey, Jr.		1.10 State Agency Telephone Number 603-223-5702	
1.11 Contractor Signature Linda N. Ross		1.12 Name & Title of Contractor Signatory Linda N. Ross, owner	

1.13 Acknowledgement: State of NC, County of Henderson

On July 1, 2009, 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] Leslie W Buckner

LESLIE W. BUCKNER NOTARY PUBLIC BUNCOMBE COUNTY, NC MY COMM. EXPIRES 1/29/11

1.13.2 Name & Title of Notary or Justice of the Peace

Leslie W Buckner, Teller Supervisor

1.14 State Agency Signature(s)	1.15 Name/Title of State Agency Signatory RICHARD C. BAILEY, JR - CIO

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

By: Director, On:

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

By: Assistant Attorney General, On: 7/2/09

1.18 Approval by the Governor & Council

By On:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AGREEMENT STATEMENT OF WORK (SOW)

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.
Access Control	Supports the management of permissions for logging onto a computer or network
Audit Trail Capture and Analysis.	Supports the identification and monitoring of activities within an application or system
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 RTM Designs, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and the contracted vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Contract SOW 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.
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.
Digital Signature	Guarantees the unaltered state of a file
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Encryption	Supports the encoding of data for security purposes
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of RTM Designs' cost experience in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users

Implementation	The process for making the System operational for processing the Data.
Implementation Plan	Sets forth the transition from the installation of the System to full operation, and includes without limitation, training, business and technical procedures.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Malicious Code or Malware	Software or firmware designed to do damage or other unwanted actions on a computer system. Common examples include viruses, Trojan horse programs, worms, and spyware.
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 RTM Designs 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 to the State.
ReferNet	The Software Hosting and Maintenance Services provided by RTM

	Designs that is the subject of this Contract.
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.
Role / Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
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 RTM Designs on the Project as described in the Contract.
Software	ReferNet Software Hosting and Maintenance Services 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 the: State of New Hampshire, Department of Information Technology 49 Donovan Street Concord, NH 03301 And the: 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 July 31, 2013.
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.
User Management	Supports the administration of computer, application and network accounts within an organization
Verification	Supports the confirmation of authority to enter a computer system, application or network
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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET HOSTING AND MAINTENANCE
CONTRACT 2009-2013
CONTRACT AGREEMENT STATEMENT OF WORK (SOW)

This Contract is by and between the State of New Hampshire, acting through the Department of Information Technology ("State or DHHS"), for the benefit of the Department of Health and Human Services Bureau of Elderly and Adult Services ("BEAS"), and Linda Ross dba RTM Designs ("RTM or RTM Designs"), having its principal place of business at Hendersonville, NC. RTM Designs shall provide the State with software System hosting, support, maintenance, and upgrades for the NH ServiceLink ReferNET SQL Server version Information and Referral ("I&R") software System to be used by the ServiceLink network and any other agents authorized by the Bureau of Elderly and Adult Services.

RECITALS

The State desires to have RTM Designs provide commercial-off-the-shelf Software System licenses, and associated Services for the State;

RTM Designs wishes to provide commercial-off-the-shelf Software System licenses and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

a. The Statement of Work
b. Exhibit A Contract Deliverables
c. Exhibit B Price and Payment Schedule
d. Exhibit C Special Provisions
e. Exhibit D Administrative Services
f. Exhibit E Implementation Service
g. Exhibit F Testing Services
h. Exhibit G Maintenance and Support Services
i. Exhibit H Requirements - 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 Agency RFP with Addendums, 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, DoIT Contract 2009-2013.
b. RTM Designs Proposal, for 8/1/2009 – 7/31/2013
c. Non-Exclusive, Firm Fixed Price Contract

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

2. CONTRACT TERM

2.1 Term

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through July 31, 2013. The Term may be extended for an additional period of two (2) 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 July 31, 2015.

RTM Designs shall commence work upon issuance of a Notice to Proceed by the State. If RTM Designs commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of RTM Designs, and in the event that the Contract does not became effective, the State shall be under no obligation to pay RTM Designs for any costs incurred or Services performed.

Time is of the essence in the performance of RTM Designs' obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are identified 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 RTM Designs and State personnel. RTM Designs shall provide all necessary resources to perform its obligations under the Contract. RTM Designs shall be responsible for managing the Project to its successful completion.

4.1 RTM Designs Contract Manager

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

Linda Ross, Owner

RTM Designs
172 Highlands Square Drive
Hendersonville, NC 28792
TEL: 888-933-5052
EMAIL: Linda@rtmdesigns.com

4.2 RTM Designs Project Manager

4.2.1 Contract Project Manager

RTM Designs shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. RTM Designs' selection of the RTM Designs 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 RTM Designs Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of RTM Designs' 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 RTM Designs Project Manager shall have full authority to make binding decisions under the Contract, and shall function as RTM Designs' representative for all administrative and management matters. RTM Designs' Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. RTM Designs' 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. RTM Designs' Project Manager must work diligently and use his/ her best efforts on the Project. RTM Designs' Project Manager must be qualified to perform the obligations required of the position under the Contract.

4.2.3 RTM Designs shall not change its assignment of RTM Designs Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of RTM Designs' Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than RTM Designs 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. RTM Designs shall assign a replacement RTM Designs Project Manager within ten (10) business days of the departure of the prior RTM Designs Project Manager, and RTM Designs shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim RTM Designs 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 RTM Designs in default and pursue its remedies at law and in equity, if RTM Designs fails to assign a RTM Designs Project Manager meeting the requirements and terms of the Contract.

4.2.5 The RTM Designs Project Manager is:

Linda Ross, Owner
RTM Designs
172 Highlands Square Drive
Hendersonville, NC 28792
TEL: 888-933-5052
EMAIL: Linda@rtmdesigns.com

4.3 RTM Designs Key Project Staff

4.3.1 RTM Designs 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 RTM Designs Key Project Staff. The State reserves the right to require removal or reassignment of RTM Designs' 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 RTM Designs shall not change any RTM Designs Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of RTM Designs Key Project Staff will not be unreasonably withheld. The replacement RTM Designs Key Project Staff shall have comparable or greater skills than RTM Designs 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 RTM Designs in default and to pursue its remedies at law and in equity, if RTM Designs fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 RTM Designs Key Project Staff shall consist of the following individuals in the roles identified below:

RTM Designs' Key Project Staff:

Key Member(s)	Title
Linda N. Ross	Project Manager
Ed Toomey	Applications Manager
Julie Banuelos	Customer Support Manager
Steve Pruitt, Matt Peace	IT Support

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:

John O'Neal
Department of Information Technology
49 Donovan Street
Concord, NH 03301
TEL: (603) 271-4905
FAX: (603) 271-3007
EMAIL: john.oneal@doit.nh.gov

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:

Wendy Aultman
Department of Health and Human Services
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301
TEL: (603) 271-4640
EMAIL: waultman@dhhs.state.nh.us

4.6 State Meetings and Reports

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

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

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

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

The RTM Designs Project Manager or RTM Designs Key Project Staff shall submit quarterly 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. Issues and concerns requiring resolution
b. Recommended solutions.

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

RTM Designs shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon termination of the Contract, RTM Designs 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

RTM Designs 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*.

RTM Designs 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. RTM Designs and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any

litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. RTM Designs 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 RTM Designs' 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

RTM Designs 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 RTM Designs Project Manager and RTM Designs 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

RTM Designs 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 RTM Designs 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 RTM Designs in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of RTM Designs' written Certification. If the State rejects the Deliverable, the State shall notify RTM Designs of the nature and class of the Deficiency and RTM Designs shall correct the Deficiency within the

period identified in the Work Plan. If no period for RTM Designs' correction of the Deliverable is identified, RTM Designs 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 RTM Designs of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If RTM Designs fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require RTM Designs to continue until the Deficiency is corrected, or immediately terminate the Contract, declare RTM Designs 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 ReferNet Software and Documentation

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

6.2 ReferNet Software Support, Maintenance, and Hosting Services

RTM Designs shall provide the State with ReferNet Software support, maintenance, and hosting Services set forth in the Contract, and particularly described in Exhibit G: *Software Support, Maintenance, and Hosting*.

6.3 Custom Software and Documentation

RTM Designs shall provide the State with Custom Software as set forth under the Contract, subject to the License set forth in SOW Section 10: *Intellectual Property*, herein.

6.4 Custom Software Support and Maintenance

RTM Designs shall provide the State with Custom Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit G: *Software Support, Maintenance, and Hosting Services*.

7. WARRANTY

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

8. SERVICES

RTM Designs 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

RTM Designs 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

RTM Designs 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

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

8.4 Training Services

RTM Designs 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

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

9. CHANGE ORDERS

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

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

10. INTELLECTUAL PROPERTY

10.1 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 RTM Designs. 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.

10.2 RTM Design's Materials

Subject to the provisions of this Contract, RTM Designs 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, RTM Designs shall not distribute any products containing or disclose any State Confidential Information. RTM Designs 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 RTM Designs employees or third party consultants engaged by RTM Designs.

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

10.3 Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

10.5 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, RTM Designs may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings (see e.g.* RSA Chapter 91-A: 5 *Exemptions).* RTM Designs shall not use the State Confidential Information except as directly connected to and necessary for RTM Designs' performance under the Contract, unless otherwise permitted under the Contract.

11.2 State Confidential Information

RTM Designs shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to RTM Designs 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: RTM Designs shall immediately notify the State if any request, subpoena or other legal process is served upon RTM Designs regarding the State Confidential Information, and RTM Designs 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, RTM Designs 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.

RTM Designs shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence. RTM Designs shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the RTM Designs' hosting infrastructure and/or the application. RTM Designs shall be solely liable for costs associated with any breach of State of New Hampshire data housed at their location(s) including but not limited to notification and any damages assessed by the courts. Failure to comply with this provision shall be considered a default of Contract and the State may begin termination procedures as defined in Contract SOW Section 12.7.1: *Termination for Default.*

11.3 RTM Designs Confidential Information

Insofar as RTM Designs seeks to maintain the confidentiality of its Confidential Information, RTM Designs must clearly identify in writing all information it claims to be confidential.

Notwithstanding the foregoing, the State acknowledges that RTM Designs considers the Software and Documentation to be Confidential Information. RTM Designs 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 RTM Designs as confidential, the State shall notify RTM Designs and specify the date the State will be releasing the requested information. At the request of the State, RTM Designs shall cooperate and assist the State with the collection and review of RTM Designs' information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be RTM Designs' sole responsibility and at RTM Designs' sole expense. If RTM Designs 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 RTM Designs, without any liability to RTM Designs.

11.4 Survival

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

12. GENERAL PROVISIONS

12.1 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 RTM Designs 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.

12.2 Compliance by RTM Designs with Laws and Regulations: Equal Employment Opportunity

12.2.1 In connection with the performance of the Contract, RTM Designs shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon RTM Designs, including, but not limited to, civil rights and equal opportunity laws. RTM Designs shall also comply with all applicable local, State and federal licensing requirements and

standards necessary in the performance of the Contract. In addition, RTM Designs shall comply with all applicable copyright laws.

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

12.2.3 If the Contract is funded in any part by monies of the United States, RTM Designs 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. RTM Designs further agrees to permit the State or United States, access to any of RTM Designs' pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

12.3 Regulatory/Government Approvals

RTM Designs shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

12.4 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 RTM Designs 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 RTM Designs to perform its obligations under the Contract.

12.5 Personnel

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

12.5.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date, the RTM Designs shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State

employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

12.5.3 The Chief Information Officer ("CIO") of the Department of Information Technology, or his designee, shall be the State's representative. In the event of any dispute concerning the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

12.6 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	RTM DESIGNS	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Ed Toomey Application Manager	Wendy Aultman State Project Manager	5 Business Days
First	Linda Ross Project Manager	Kerri Coons Business Systems Analyst	10 Business Days
Second	Linda Ross Project Manager	John O'Neal State Contract Manager	15 Business Days
Third	Linda Ross Project Manager	Richard C. Bailey, Jr. Chief Information Officer (CIO)	20 Business Days

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

12.7 Termination

12.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide RTM Designs written notice of default, and RTM Designs must cure the default within thirty (30)

days ("Cure Period") of its receipt of the notice of default. If RTM Designs fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare RTM Designs in default, and pursue its remedies at law or in equity, or both.

12.7.1.1 In the event the State declares RTM Designs in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

12.7.1.1.1 Set off against any other obligations the State may owe to RTM Designs under this Contract;

12.7.1.1.2 Procure Services that are the subject of the Contract from another source, and RTM Designs 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

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

12.7.1.2 In the event of default by the State, RTM Designs 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 RTM Designs.

12.7.1.3 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.

12.7.2 Termination for Convenience

12.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to RTM Designs. In the event of a termination for convenience, the State shall pay RTM Designs the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services 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.

12.7.2.2 During the thirty (30) day period, RTM Designs 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.

12.7.3 Termination for Conflict of Interest

12.7.3.1 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 RTM Designs did not know, or reasonably did not know, of the conflict of interest.

12.7.3.2 In the event the Contract is terminated as provided above and RTM Designs knew or should have known of such a conflict, the State shall be entitled to declare RTM Designs in default, and to pursue remedies available at law and in equity.

12.7.4 Termination Procedure

12.7.4.1 After receipt of a notice of termination, and except as otherwise directed by the State, RTM Designs 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 SOW Section;

c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the

property related to the Contract which is in the possession of RTM Designs and in which the State has an interest;

d. Transfer title or possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

e. Provide written Certification to the State that the RTM Designs or its subcontractors have surrendered to the State all said property.

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

12.8 Force Majeure

Neither RTM Designs 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 RTM Designs' inability to hire or provide personnel needed for RTM Designs' performance under the Contract.

12.9 RTM Designs' Relation to the State

In the performance of the Contract, RTM Designs is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither RTM Designs 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.

12.10 Assignment, Delegation and Subcontracts

12.10.1 RTM Designs 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.

12.10.2 RTM Designs 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: not relieve RTM Designs of any of its obligations under the Contract; nor affect any remedies available to the State against RTM Designs that may arise from any event of

default; and the State shall consider RTM Designs 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.

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

12.11 Indemnification

12.11.1 RTM Designs 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 RTM Designs, its personnel or agents in connection with RTM Designs' performance of the Contract.

12.11.2 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.

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

12.12 Limitation of Liability

12.12.1 **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 RTM Designs shall not exceed two (2X) 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.

12.12.2 The Contractor

Subject to applicable laws and regulations, in no event shall RTM Designs be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and RTM Designs' 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 RTM Designs' 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.

12.12.3 State's Immunity

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

12.12.4 Survival

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

12.13 Insurance

12.13.1 RTM Designs 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:

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

12.13.1.2 fire and extended coverage insurance covering all property subject to Contract SOW Section 4.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

12.14 Workers Compensation

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

12.14.2 To the extent RTM Designs is subject to the requirements of N.H. RSA chapter 281-A, RTM Designs 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. RTM Designs shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for

any other claim or benefit for RTM Designs, or any subcontractor or employee of RTM Designs, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

12.15 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 RTM Designs.

12.16 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 RTM Designs:	TO STATE:
Linda Ross RTM Designs 172 Highlands Square Dr. Hendersonville, NC 28792 Tel: (888) 933-5052	John O'Neal State of New Hampshire Department of Information Technology 49 Donovan Street Concord, NH 03301 Tel: (603) 271-4905

12.17 Amendment

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

12.18 Construction of Contract and Terms

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

12.19 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.

12.20 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.

12.21 Contract Exhibits

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

12.22 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.

12.23 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.

12.24 Severability

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

RTM Designs shall provide the State with Software System hosting, support, maintenance, and upgrades for the NH ServiceLink ReferNET SQL Server version Information and Referral (I&R) Software System ReferWEB, the web-based search engine to be used by the ServiceLink network and any other agent authorized by the Bureau of Elderly and Adult Services (BEAS).
RTM Designs shall provide System hosting for the web accessible Agency Update System that will be used by service providers to send information updates to the ServiceLink and authorized agent's resource staff.

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

The Deliverables are set forth in the table below in Section 2.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2009
2	ReferWeb Public Access System	Hosted System	August 1, 2009
3	ReferNET Agency Update & Survey System	Hosted System	August 1, 2009
4	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2009
5	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2010
6	ReferWeb Public Access System	Hosted System	August 1, 2010
7	ReferNET Agency Update & Survey System	Hosted System	August 1, 2010
8	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2010
9	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2011
10	ReferWeb Public Access System	Hosted System	August 1, 2011

11	ReferNET Agency Update & Survey System	Hosted System	August 1, 2011
12	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2011
13	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2012
14	ReferWeb Public Access System	Hosted System	August 1, 2012
15	ReferNET Agency Update & Survey System	Hosted System	August 1, 2012
16	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2012

3. TRAINING DELIVERABLES

There are no training deliverables associated with this Contract.

4. SOFTWARE LICENSES

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

Firm Fixed Price

This is a Firm-Fixed-Price Contract totaling $89,944.00 for the period between the Effective Date through July 31, 2013. RTM Designs shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow RTM Designs to invoice the State for the following Activities, Deliverables, or Milestones appearing in the price and payment tables below:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2009	$11,000
2	ReferWeb Public Access System	Hosted System	August 1, 2009	$3,500
3	ReferNET Agency Update & Survey System	Hosted System	August 1, 2009	$2,000
4	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2009	$5,986
5	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2010	$11,000
6	ReferWeb Public Access System	Hosted System	August 1, 2010	$3,500
7	ReferNET Agency Update & Survey System	Hosted System	August 1, 2010	$2,000
8	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2010	$5,986
9	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2011	$11,000
10	ReferWeb Public Access System	Hosted System	August 1, 2011	$3,500
11	ReferNET Agency Update & Survey System	Hosted System	August 1, 2011	$2,000
12	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2011	$5,986
13	ReferNET SQL Server System Licensed for 12 Organizations	Hosted System	August 1, 2012	$11,000

14	ReferWeb Public Access System	Hosted System	August 1, 2012	$3,500
15	ReferNET Agency Update & Survey System	Hosted System	August 1, 2012	$2,000
16	ReferNET Technical Support and System Upgrades	System Support and Upgrades	August 1, 2012	$5,986
	GRAND TOTAL			$89,944

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 $89,944 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to RTM Designs for all fees and expenses, of whatever nature, incurred by RTM Designs 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 shall not be backdated and shall be promptly dispatched.

Invoices shall be sent to:
State of New Hampshire
Bureau of Elderly and Adult Services
Wendi Aultman, ServiceLink Program Manager
129 Pleasant Street
Concord NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

RTM Designs
Linda Ross
172 Highlands Sq. Drive #301
Hendersonville, NC 29792
1-888-933-5052
Linda@rtmdesigns.com
Fed Tax ID: 56-2535742

Fed Tax ID: 56-2535742

5. OVERPAYMENTS TO RTM DESIGNS

RTM Designs 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 RTM Designs' invoices with appropriate information attached.

7. PROJECT HOLDBACK

No holdback is necessary.

8. RIGHT TO OFFSET

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT C
SPECIAL PROVISIONS

1. SPECIAL PROVISIONS

The following insurance provision in SOW Section 12.13.1 *Insurance*:

> **12.13.1.1** comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

is hereby amended to read:

> **12.13.1.2** comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence; and

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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CONTRACT 2009-2013
EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATUS REPORTS

The State believes that effective communication and reporting is essential to Project success. RTM Designs shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. RTM Designs' Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. RTM Designs must produce project status reports on a quarterly basis, which shall contain, at a minimum, the following:

1.1 Issues and concerns requiring resolution
1.2 Recommended solutions

2. STATE-OWNED DOCUMENTS AND DATA

RTM Designs 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, RTM Designs shall turn over all State-owned data, documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Data must be provided in electronic format and documents must be provided in both printed and electronic format.

RTM Designs 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

RTM Designs 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 shall work normal business hours between 8:30 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

STATE OF NEW HAMPSHIRE
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EXHIBIT E
IMPLEMENTATION SERVICES

I. IMPLEMENTATION SERVICES

Implementation Services are not applicable to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT G
SOFTWARE SUPPORT, MAINTENANCE, AND HOSTING SERVICES

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

1. TESTING AND ACCEPTANCE

If testing is required, RTM Designs shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. RTM Designs shall be responsible for all aspects of testing in the event that the Software is upgraded or a modification is made to the code as a part of System maintenance under this Contract.

Testing shall include all appropriate 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, RTM Designs 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 upon request. RTM Designs shall correct Deficiencies and support required re-testing as necessary.

2. TEST REGION

RTM Designs will provide to the State staff responsible for test and training activities at the local SLRC sites, a training/test region on the server.

3. SECURITY REVIEW AND TESTING

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

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

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log on to the system or application for security purposes and the validation of those users
Access Control	Supports the management of permissions for logging onto the computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into the computer system
Verification	Supports the confirmation of authority to enter the 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 the 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 the application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.

3.1 Software Security

Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability. Test procedures may include either Penetration Tests (pen test) or source code analysis and review.

1. SYSTEM MAINTENANCE

1.1 RTM Designs' Responsibility

RTM Designs shall maintain the ServiceLink ReferNET System in accordance with the Contract. RTM Designs shall 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 Exhibit G: Support, *Maintenance, and Hosting Services* 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.

RTM Designs shall maintain and support the System in all material respects as described in the applicable program documentation until expiration or termination of the Contract. The State must notify RTM Designs of any Service Deficiencies with fixes or upgrades within ninety (90) days from performance of the Services.

1.1.1 Maintenance Releases

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

1.1.2 Interfaces, and Patches

All program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by RTM Designs as needed to meet the requirements.

2. SYSTEM SUPPORT

2.1 RTM Designs' Responsibility

RTM Designs will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

2.2 System Support Levels

2.2.1 Class A Deficiencies (Telephone Support)

Class A Deficiencies are System issues that significantly impact the State's ability to use the System.

For all Class A Deficiencies, RTM Designs shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, between the hours of 8:30am to 5:00pm-Monday thru Friday EST with an e-mail / telephone response within fifteen (15) minutes of request;

2.2.2 Class A Deficiencies (Remote Support)

For all Class A Deficiencies, RTM Designs shall provide support with remote diagnostic services, within four (4) business hours of a request; and

2.2.3 Class B & C Deficiencies

Class B & C Deficiencies are issues that are related to components of the System but do not significantly impact the State's ability to use the System.

For all Class B & C Deficiencies the State will notify RTM Designs of such Deficiencies between the hours of 8:30am to 5:00pm-Monday thru Friday EST and RTM Designs shall respond back, within four (4) hours of notification, of planned corrective action.

3. SUPPORT INCIDENT DATA COLLECTION

3.1 Records

RTM Designs 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, RTM Designs shall ensure the following information will be collected and maintained:

1. Nature of the deficiency;
2. Current status of the deficiency;
3. Action plans, dates, and times;
4. Expected and actual completion time; and
5. Deficiency resolution information.

3.2 System Monitoring

RTM Designs 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.

RTM Designs shall provide periodic reports on reported incidents upon request of ServiceLink/BEAS.

4. HOSTING REQUIREMENTS

RTM Designs shall provide hosting services in accordance with the minimum specifications described in the Contract.

4.1 Software

RTM Designs shall provide Software System hosting for the following software applications, to be used by the State and any other agent authorized by the State:

- NH ServiceLink ReferNet SQL Server version Information and Referral Software System (ReferNet);
- the web accessible Agency Update System, used by service providers to send information updates to the State staff; and
- the web-based search engine (ReferWEB), allowing both unlimited State and public access to the State's information, as well as, referral (I&R) resource database.

4.2 Operations

RTM Designs shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.

RTM Designs shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup services. RTM Designs shall comply with the terms of the Service Level Agreement described in Exhibit G Section 4.7.1: *State Requirements – Service Level Agreement*, between RTM Designs and the State.

The Class A Data Center shall conform to the following specifications:

A. Air Conditioning – used to control temperature and humidity in the data center. Temperature ranges shall be between 68 and 75 °F. Humidity shall be non-condencing and be maintained between 40-55% with a maximum dew point of 62 °F.

B. Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.

C. Generator – sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return: Fuel tanks shall be large enough to support the generator at full load for a period not less than 1 ½ days of operation.

D. Raised floor – required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.

E. Fire Protection System – fire detectors in conjunction with suppression gaseous systems installed to reduce the risk of loss due to fire.

F. Physically Secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the data center.

Operations tasks associated with monitoring the application and all servers include but are not limited to:

A. Manage the databases on all servers located at RTM Designs's facility.
B. Manage services on all servers.
C. Install and update all server patches and other utilities within 60 day of release from the manufacturer.
D. Install application updates within 60 day of release from the manufacturer.
E. Monitor System, security and application logs.
F. Manage the sharing of data resources.
G. Manage daily backups, off-site data storage, and restore operations.
H. Monitor physical hardware.
I. Immediately report to the State of New Hampshire any breach in security as described in Contract SOW Section 12.2: *State Confidential Information*.

4.3 Disaster Recovery

Disaster Recovery is defined as the ability to return systems to a normal operating status after a system failure. RTM Designs shall conform to adequate Disaster Recovery procedures as defined by the State of New Hampshire.

A. Planning – RTM Designs shall have documented Disaster Recovery Plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.

B. Hardware replacement – The Disaster Recovery Plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.

C. Backups – RTM Designs shall adhere to a defined and documented back-up schedule and procedure. Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure. Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly. Tapes or other back-up media tapes must be securely transferred from the site to another secure location so as to avoid complete data loss with the loss of a facility. If the State Data contains personally identifiable information, the Data must be encrypted on the back-up tape.

D. Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, RTM Designs shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.

4.4 Network Architecture

RTM Designs must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this Contract, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.

A. RTM Designs shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet vendors, so that a failure of one Internet connection will not interrupt access to the State application. Where redundant connections are not provided, then the Internet vendor who provides the Internet service to RTM Designs must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's service.

B. RTM Designs' network architecture must include redundancy of routers and switches in the data center.

4.5 Network Access

4.5.1 Remote Access

Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, RTM Designs shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).

4.6 Security

RTM Designs shall employ security measures ensure that the State's application and data is protected.

A. **Data** If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.

B. **Hardware** All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.

C. **Software** All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.

In the development or maintenance of any code, RTM Designs shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All Software and hardware shall be free of malicious code.

RTM Designs shall notify the State's Project Manager of any security breaches within two (2) hours of the time that RTM Designs learns of their occurrence. RTM Designs shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the RTM Designs' hosting infrastructure and/or the application. RTM Designs shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

RTM Designs shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of RTM Designs' hosting infrastructure and/or the application upon request.

D. Security - Physical Infrastructure

RTM Designs shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the RTM Designs website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.

The State requires that RTM Designs' facility is a Class A Data Center as specified in Section 4.2: Operations.

4.7 Maintenance and Support

RTM Designs shall provide the support levels provided as well as metrics used to determine success.

4.7.1 State Requirements - Service Level Agreement

- RTM Designs System support and maintenance shall commence upon the effective date through the end of the Term, July 31, 2013, and any extensions thereof.
- Maintain the Hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required;
- Repair or replace the Hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms and requirements of the Contract.
- The State and ServiceLink staff shall have unlimited access, via phone or Email, to the RTM Designs technical support staff between the hours of 8:30am to 5:00pm-Monday thru Friday EST;
- RTM Designs response time for support shall conform with the specific deficiency class as described in the Exhibit G, Section 2.2: *Support Levels*.
- The ReferNET System shall be available to BEAS via the Internet 24 hours per day, 7 days per week.
- The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for scheduled maintenance.
- RTM Designs will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.
- A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.

- RTM Designs will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
- RTM Designs shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window
- If RTM Designs is unable to meet the 99.9% uptime requirement, RTM Designs shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.
- RTM Designs shall use a change management policy for notification and tracking of change requests as well as critical outages
- A critical outage will be designated when a business function cannot be met by a non-performing application and there is no work around to the problem.
- All hardware and software components of RTM Designs hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.
- Maintain a record of the activities related to repair or maintenance activities performed for the State. RTM Designs shall report quarterly on the following
  - Server up-time
  - All change requests implemented, including operating system patches
  - All critical outages reported including actual issue and resolution
  - Number of deficiencies reported by class with initial response time as well as time to close.
- RTM Designs shall provide the State with a personal secure FTP site to be used by ServiceLink/BEAS for uploading and downloading files.
- The State and ServiceLink shall have the ability to copy and paste all text contained in the Help functions of ReferNET for the purposes of customizing ServiceLink and authorized agent training;
- The State and ServiceLink shall have the ability to copy and integrate agency resources from partnering customer's I&R databases to ServiceLink/BEAS's I&R database as well as copying and integrating agency resources from ServiceLink/BEAS I&R databases to partnering customer's I&R database. Partnering customers include, but are not limited to, United Way of NH's NH211 system

4.8 Termination

RTM Designs agrees to transfer the State's Data in its custody to another hosting vendor or to the State upon termination or expiration of the Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT H
PRIORITY RESPONSES

1. PRIORITY RESPONSES

Exhibit H is not applicable to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT I
WORK PLAN

1. WORK PLAN

Exhibit I is not applicable to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT J
ServiceLink ReferNET System SOFTWARE LICENSE

1. LICENSE GRANT

RTM Designs hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive limited license to use the ServiceLink ReferNET System Software Hosting Service, subject to the terms of the Contract. The State may allow its agents and contractors to access and use the ServiceLink ReferNET System Software Hosting Service, and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up limited right and license to use, copy, modify and prepare derivative works of the Deliverables, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to the State in RTM Designs' Proposal.

2. DOCUMENTATION

RTM Designs shall provide the State with ServiceLink ReferNET System Software User Documentation. The State may make a sufficient number of copies of the ServiceLink ReferNET System Software for its licensed use and one copy of each program media.

RTM Designs shall provide the State with Unlimited user licenses and hard copy versions of the Software's associated User Documentation and one (1) electronic version of the User Documentation in Microsoft WORD and PDF format. The State agrees to include copyright and proprietary notices provided to the State by RTM Designs on the copies.

3. RESTRICTIONS

The State shall not:

a. Remove or modify any program markings or any notice of RTM Designs' proprietary rights;
b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the ServiceLink ReferNET System Software shall remain with RTM Designs.

5. SERVICELINK REFERNET SYSTEM SOFTWARE ESCROW

Not applicable to this Contract.

6. VIRUSES

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

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

7. AUDIT

Not applicable.

8. NON-INFRINGEMENT

RTM Designs 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, RTM Designs shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies RTM Designs in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives RTM Designs control of the defense and any settlement negotiations; and
c. Gives RTM Designs 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 RTM Designs believes or it is determined that any of the Material may have violated someone else's intellectual property rights, RTM Designs 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, RTM Designs may end the license, and require return of the applicable Material and refund all fees the State has paid RTM Designs under the Contract. RTM Designs will not indemnify the State if the State alters the Material without RTM Designs' consent or uses it outside the scope of use identified in RTM Designs' user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no

additional cost. RTM Designs 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 RTM Designs. RTM Designs 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 RTM Designs without RTM Designs' consent

STATE OF NEW HAMPSHIRE
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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Software

RTM Designs 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 RTM Designs' entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if RTM Designs cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to RTM Designs 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 RTM Designs cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to RTM Designs for the deficient services.

1.2 Non-Infringement

RTM Designs 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, RTM Designs shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies RTM Designs in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives RTM Designs control of the defense and any settlement negotiations; and
c. Gives RTM Designs 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 RTM Designs believes or it is determined that any of the Material may have violated someone else's intellectual property rights, RTM Designs 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, RTM Designs may end the license, and require return of the applicable Material and refund all fees the State has paid RTM Designs under the Contract. RTM Designs will not indemnify the State if the State alters the Material without RTM Designs' consent or uses it outside the scope of use identified in RTM Designs' user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. RTM Designs 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 RTM Designs. RTM Designs 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 RTM Designs, without RTM Designs' consent.

1.3 Viruses; Destructive Programming

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

1.4 Compatibility

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

1.5 Licensing and Permits

RTM Designs warrants the RTM Designs is qualified and competent to provide all Services under this contract; RTM Designs and all employees of RTM Designs hold all necessary and appropriate licenses therefore, including those licenses needed for the hosted software systems, and the RTM Designs shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. RTM Designs shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which the State may elect to suspend payments hereunder, or terminate this Contract, or both.

2. SERVICE WARRANTY

2.1 Services

RTM Designs 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.

2.2 Personnel

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

STATE OF NEW HAMPSHIRE
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CONTRACT 2009-2013
EXHIBIT L
TRAINING SERVICES

1. TRAINING SERVICES

Exhibit L is not applicable to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT M
RFP AND ADDENDUMS

1. RFP AND ADDENDUMS

Exhibit M is not applicable to this Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

1. **RTM DESIGNS PROPOSAL BY REFERENCE**
   RTM Designs' Hosting, Support, and Maintenance Proposal prepared by RTM and sent to BEAS on 10\13\08 is attached and incorporated herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DHHS BEAS REFERNET MAINTENANCE
CONTRACT 2009-2013
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

1. CERTIFICATES AND ATTACHMENTS

The following RTM Designs' certificates are attached and incorporated herein:

A. RTM Design' Certificate of Vote/Authority
B. RTM Design' Certificate of Good Standing
C. RTM Design' Certificate of Insurance