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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Commissioner

Iain N. Watt
Director

29 HAZEN DRIVE, CONCORD, NH 03301-3857
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 3, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an amendment to an existing contract with Accela Inc. (VC#267709), San Ramon, CA, to provide support and maintenance of the Food Protection Licensing and Inspection Information System by extending the completion date from March 30, 2025 to June 30, 2026, or upon the Go Live date of the Accela Subscription, as described in Amendment #3, Section 1, effective upon Governor and Council approval, with no change to the price limitation of \$764,570.

The original contract was approved by Governor and Council on March 13, 2015, item #12A, as amended on June 6, 2018, item #14A, and most recently amended on January 22, 2020, item #18.

EXPLANATION

The purpose of this request is for the vendor to provide ongoing access, support, and maintenance for the Division of Public Health Services Food Protection Section (FPS) to its Licensing and Inspection Information System. The system supports the Department in executing inspection and licensing activities for approximately 6,000 New Hampshire restaurants, retail grocery stores, caterers, food manufacturers, schools, mobile food units, dairy farms and dairy plants, commercial shellfish processors, and beverage and bottled water plants.

The extension of the existing contract allows sufficient time for the Department to implement the Contractor's new subscription service platform. The new platform will provide the Department greater control over application intake, license reviews, license issuance, license renewals, license amendments, inspections, code enforcement, mobile and remote inspection, payment processing, reporting, billing, and invoicing.

The Department will continue to monitor services by ensuring the Contractor continues to provide maintenance and support for the current system.

Should the Governor and Council not authorize this request, the Department will not have access to an integrated registration and licensing platform, which may result in delays in licensing retail food operations and lost revenue for the State.

Area served: Statewide

Respectfully submitted,

DocuSigned by:
Patricia M. Tilley
846FB38F5BFD4C8
Lori A. Weaver
Commissioner



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

Denis Goulet
Commissioner

February 19, 2025

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 Accela Inc., as described below and referenced as DoIT No. 2014-096C.

The purpose of this request is to provide support and maintenance of the Food Protection Licensing and Inspection Information System.

The Total Price Limitation shall not change and remains \$764,570, effective upon Governor and Council approval through June 30, 2026.

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 #2014-096C

cc: Ken Gagne, IT Manager, DoIT

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

This Amendment to the Food Protection Licensing and Inspection Information System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Accela, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 13, 2015, (Item #12A), as amended on June 6, 2018, (Item #14A), as amended on January 22, 2020, (Item #18), 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. Modify Form P-37- General Provisions, Block 1.7, Completion Date, to read:
June 30, 2026, or upon the Go Live date of the Accela Subscription as agreed to by the parties in SS-2025-DPHS-07-FPLIS-01, whichever is earlier, where, notwithstanding anything to the contrary, Contractor will reasonably try to address support issues after December 31, 2025 but cannot commit to resolving support issues since, after December 31, 2025, no updates or enhancements will be provided or available.
2. Modify Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Form P-37, General Provisions, Block 1.10, Contracting Officer Number for State Agency, to read:
603-271-9631.
4. Modify Part 3, Exhibit B – Section 1 Deliverable Payment Schedule, Table 1 Deliverable Price and Payment Table to add 'ref # 66' to read:

Insert Ref #66
 Deliverable: Ongoing Support and Maintenance Decade, Hosting and Source Escrow Fee
 Deliverable Type: Non-Software
 Projected Delivery Date: March 30, 2025 - June 30, 2026
 Payment Amount: \$0.00

5. Modify Table 2, Contract History 2014-096 – Food Protection Licensing and Inspection Information System, to read:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-096	Original Contract	March 13, 2015 Item #12A	3/30/2020	\$462,535
2014-096 Amendment #1	1 st Amendment	06/08/2018 Item #14A	3/30/2020	\$18,000
2014-096 Amendment #2	2 nd Amendment	01/22/2020 Item #18	3/30/2025	\$284,035
2014-096 Amendment #3	3 rd Amendment	TBD	6/30/2026	\$0
	CONTRACT TOTAL:			\$764,570 <i>Initials</i> PAW

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 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

2/21/2025

Date

DocuSigned by:
Iain Watt
0778006359704C7

Name: Iain Watt
Title: Director - DPHS

2/20/2025

Date

Accela, Inc.
Signed by:
Robert Wilson
FD3000000103105

Name: ROBERT WILSON
Title: CFO

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

OFFICE OF THE ATTORNEY GENERAL

2/21/2025

Date

DocuSigned by:

Robyn Guarino

748734844941480

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:

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 ACCELA, INC. is a California Profit Corporation registered to transact business in New Hampshire on July 16, 2015. 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: 729074

Certificate Number: 0007046105



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of February A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, AARON HAGGARTY, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Secretary & Officer of ACCELA, INC. _____
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 10 _____, 2019, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That BOBBY WILSON _____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of ACCELA, INC. _____ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 2/11/2025

DocuSigned by:
Aaron Haggarty
Signature of Elected Officer
Name: Aaron Haggarty
Title: Chief Legal Officer

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MAC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Kerrin A. Rounds
Acting Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 10, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing agreement with Accela Inc. (Vendor # 267709), 2633 Camino Ramon, Suite 500, San Ramon, CA 94583, to provide support and maintenance of the Food Protection Licensing and Inspection Information System, by increasing the price limitation by \$284,035 from \$480,535 to \$764,570 and by extending the completion date from March 30, 2020 to March 30, 2025, effective upon Governor and Executive Council approval. 100% General Funds.

This agreement was originally approved by the Governor and Executive Council on March 13, 2015 (Item #12A) and as amended on June 6, 2018 (Item #14A).

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, 2024 and 2025, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached Fiscal Details

EXPLANATION

The purpose of this request is to maintain a Food Protection Licensing and Inspection Information System, which is the data management system that supports the business needs and food safety mission of the Department's Food Protection Section.

The original agreement, included language in the Request for Proposals and Part 2, Exhibit C, Special Provisions that allows the Department to renew the contract for up to five (5) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for five (5) years.

Funds in this agreement will be used to continue support and maintenance of the Food Protection Licensing and Inspection Information System. By utilizing this system, the Food Protection Section has increased efficiencies in program management by eliminating paper inspection reports and the data entry into multiple Excel spreadsheets and Access databases that were previously used. Additionally, inspection reports are now available for public viewing online and licensees are now able to apply for licenses and pay associated fees online.

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

The Food Protection Section licenses and inspects New Hampshire restaurants, retail grocery stores, caterers, food manufacturers, schools, institutions, mobile food units, dairy farms and dairy plants, commercial shellfish processors and beverage and bottled water plants. The Food Protection Section also investigates illness and sanitation complaints from consumers as well as reports of foodborne disease outbreaks.

The Department will continue monitoring the agreement with Accela, Inc. for effectiveness in delivering services through the following performance measures:

- The application will perform 99.9% of the time, exclusive of scheduled maintenance 95% of the time, serious deficiencies during business hours will have a planned corrective action response within 3 hours.
- Food Protection staff will be able to retrieve pre-identified reports 100% of the time.
- An annual customer/user survey will show 80% of users are satisfied with the performance of the performance of the system.

Should the Governor and Executive Council not authorize this Request, New Hampshire will be at risk of interrupting annual licensing, registration and revenue of over 5,000 different food establishments, statewide.

Area served: Statewide

Source of Funds: 100% General Funds

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

Respectfully submitted,



Kerrin A. Rounds
Acting Commissioner

Fiscal Details

05-95-90-00300-29300000 - HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, 13-195:VII G - FOOD PROTECTION

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decrease d) Amount	Revised Modified Budget
2015	034-500099	Capital Projects	90000219	\$138,387	\$0	\$138,387
2016	034-500099	Capital Projects	90000219	\$116,384	\$0	\$116,384
2017	034-500099	Capital Projects	90000219	\$0	\$0	\$0
2018	034-500099	Capital Projects	90000219	\$0	\$0	\$0
2019	034-500099	Capital Projects	90000219	\$0	\$0	\$0
2020	034-500099	Capital Projects	90000219	\$0	\$0	\$0
2021	034-500099	Capital Projects	90000219	\$0	\$0	\$0
2022	034-500099	Capital Projects	90000219	\$0	\$0	\$0
2023	034-500099	Capital Projects	90000219	\$0	\$0	\$0
2024	034-500099	Capital Projects	90000219	\$0	\$0	\$0
2025	034-500099	Capital Projects	90000219	\$0	\$0	\$0
			Total	\$254,771	\$0	\$254,771

05-95-901510-53900000 - HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTH PROTECTION, FOOD PROTECTION

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decrease d) Amount	Revised Modified Budget
2015	102-500731	Contracts for Prog Svcs	90000219	\$0	\$0	\$0
2016	102-500731	Contracts for Prog Svcs	90000219	\$12,985	\$0	\$12,985
2017	102-500731	Contracts for Prog Svcs	90000219	\$51,941	\$0	\$51,941
2018	102-500731	Contracts for Prog Svcs	90000219	\$51,941	\$0	\$51,941
2019	102-500731	Contracts for Prog Svcs	90000219	\$60,941	\$0	\$60,941
2020	102-500731	Contracts for Prog Svcs	90000219	\$47,956	\$15,604	\$63,560
2021	102-500731	Contracts for Prog Svcs	90000219	\$0	\$53,967	\$53,967
2022	102-500731	Contracts for Prog Svcs	90000219	\$0	\$55,586	\$55,586
2023	102-500731	Contracts for Prog Svcs	90000219	\$0	\$57,254	\$57,254
2024	102-500731	Contracts for Prog Svcs	90000219	\$0	\$58,972	\$58,972
2025	102-500731	Contracts for Prog Svcs	90000219	\$0	\$42,652	\$42,652
			Total	\$225,764	\$284,035	\$509,799

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #2**

WHEREAS, pursuant to an Agreement approved by Governor and Council on March 13, 2015 (Item #12A) as amended on June 6, 2018 (Item #14A) (herein after referred to as the "Agreement"), Accela, Inc. (formerly known as Decade Software Company, LLC), located at 2633 Camino Ramon, Suite 500, San Ramon, CA 94583 (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 Health & Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and Part 2, Exhibit C Paragraph 17, Extension, the Agreement may amended and renewed for up to five (5) years upon written instrument executed by the parties thereto and approval by the Governor and Executive Council; and

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

WHEREAS, the Department wishes to renew and extend the agreement; and

WHEREAS, The Vendor agrees to provide the support and maintenance, hosting and source escrow fee for the Envision Connect software that FPS uses for the licensing and inspection of food establishments; and

WHEREAS, the Department and the Vendor wish to extend the completion date from March 30, 2020 to March 30, 2025; and

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$284,035 to \$764,570, Total Contract Price.

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from March 30, 2020 to March 30, 2025.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$284,035 from \$480,535 to \$764,570.
3. The Agreement is further amended as described in Table 1, as follows:

Initial all pages

Vendor Initials

Date 11/12/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #2**

Table 1

<p>Contract #2014-096</p> <p>Part 3, Exhibit B – Section 1 Deliverable Payment Schedule, Subsection 1.1 Not to Exceed</p>	<p>AMENDED TEXT</p>
	<p>Delete the following text:</p> <p>This is a Not to Exceed (NTE) Contract totaling \$462,535 for the period between the Effective Date through March 30, 2020. Decade shall be responsible for performing its obligations in accordance with the Contract. This Contractor will allow Decade to invoice the State for the following accepted Deliverables at fixed pricing/rates appearing in the price and payment tables below:</p> <p>Replace with the following text:</p> <p>This is a Not to Exceed (NTE) Contract. The Contractor shall perform its obligations in accordance with the Contract. The Contractor shall invoice the State for the following accepted Deliverables at fixed pricing/rates appearing in the price and payment tables below:</p>
<p>Contract #2014-096</p> <p>Part 3, Exhibit B – Section 1, Deliverable Payment Schedule, Table 1 Deliverable Price and Payment Table.</p>	<p>AMENDED TEXT</p>
	<p>Insert Ref # 61 Deliverable: Ongoing Support and Maintenance Decade, Hosting and Source Escrow Fee Deliverable Type: Non-Software Projected Delivery Date: March 13, 2020-March 12, 2021</p> <p>Payment Amount: Ongoing Support and Maintenance Decade EnvisionConnect: \$44,635.05 Hosting \$8,488.23 Source Escrow Fee: \$ 375.95</p>
	<p>Insert Ref # 62 Deliverable: Ongoing Support and Maintenance Decade, Hosting and Source Escrow Fee Deliverable Type: Non-Software</p>

Initial all pages
 Vendor Initials: DIC
 Date: 11/12/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #2**

	<p>Projected Delivery Date: March 13, 2021-March 12, 2022 Payment Amount: Ongoing Support and Maintenance Decade EnvisionConnect: \$45,974.10 Hosting \$8,742.88 Source Escrow Fee: \$387.23</p>
	<p>Insert Ref # 63 Deliverable: Ongoing Support and Maintenance Decade, Hosting and Source Escrow Fee Deliverable Type: Non-Software</p> <p>Projected Delivery Date: March 13, 2022-March 12, 2023 Payment Amount: Ongoing Support and Maintenance Decade EnvisionConnect: \$47,353.32 Hosting \$9,005.16 Source Escrow Fee: \$398.85</p>
	<p>Insert Ref # 64 Deliverable: Ongoing Support and Maintenance Decade, Hosting and Source Escrow Fee Deliverable Type: Non-Software</p> <p>Projected Delivery Date: March 13, 2023-March 12, 2024 Payment Amount: Ongoing Support and Maintenance Decade EnvisionConnect: \$48,773.92 Hosting \$9,275.32 Source Escrow Fee: \$410.81</p>
	<p>Insert Ref # 65 Deliverable: Ongoing Support and Maintenance Decade, Hosting and Source Escrow Fee Deliverable Type: Non-Software</p> <p>Projected Delivery Date: March 13, 2024-March 12, 2025 Payment Amount: Ongoing Support and Maintenance Decade EnvisionConnect: \$50,237.14 Hosting \$9,553.58 Source Escrow Fee: \$423.14</p>
	<p>Delete the row titled, "NOT TO EXCEED PRICE" in its entirety.</p>
<p>Contract #2014-096</p> <p>Part 3, Exhibit B – Section 2, Total Contract Price</p>	<p>Delete the following text:</p> <p>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 \$462,535 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Decade for all fees and expenses, of whatever nature, incurred by Decade in the performance hereof.</p> <p>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.</p>

Initial all pages
 Vendor Initials: DIC
 Date: 11/12/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #2**

	<p>Replace with the following text:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the Total Contract Price. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.</p> <p>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.</p>
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Table 2 CONTRACT HISTORY 2014-096 – Food Protection Licensing and Inspection Information System

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-096	Original Contract	March 13, 2015 Item #12A	3/30/2020	\$462,535
2014-096 Amendment #1	1 st Amendment	06/08/2018 Item #14A	3/30/2020	\$ 18,000
2014-096 Amendment #2	2 nd Amendment	TBD	03/30/2025	\$284,035
	CONTRACT TOTAL:			\$764,570

Initial all pages

Vendor Initials: DK

Date: 11/12/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #2**

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

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



Accele, Inc.

Date: 11/12/19

Corporate Signature Notarized:

STATE OF _____

COUNTY OF _____

On this the ____ day of _____, 201_, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

**see attached California Acknowledgment*

State of New Hampshire



Lisa Morris, Director

Date: 12/9/19

Division of Public Health Services
Department of Health and Human Services
State of New Hampshire

Initial all pages

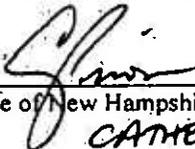
Vendor Initials: DK

Date: 11/12/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #2**

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

Approved by the Attorney General



State of New Hampshire, Department of Justice
CATHERINE PINOS, Attorney

Date: 1/3/20

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: _____

Initial all pages
Vendor Initials *DL*
Date: 11/12/19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On November 12, 2019 before me, Scott Caselman, Notary Public

Date

Here Insert Name and Title of the Officer

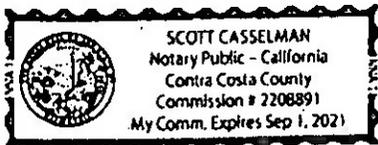
personally appeared David Kuan

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Scott Caselman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

14A mac



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES**

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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www.dbhs.nh.gov

May 10, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing agreement with Accela, Inc. (formerly known as Decade Software Company, LLC) (Vendor #264432), 2633 Camino Ramon, Suite 500, San Ramon, CA 94583 to conduct annual network penetration testing, a requirement for accepting credit card payments for Food Protection licenses, by increasing the price limitation by \$18,000 from \$462,535 to an amount not to exceed \$480,535 effective upon Governor and Executive Council approval with no change to the contract completion date of March 30, 2020. The original agreement was approved by Governor and Council on March 13, 2015, Item #12A. 47% General Funds and 53% Other 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 without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-00300-2930 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF HEALTH AND SOCIAL SERVICES, 13-195:VII-G - FOOD PROTECTION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2015	034-500099	Capital Projects	90000219	\$138,387	\$0	\$138,387
2016	034-500099	Capital Projects	90000219	\$116,384	\$0	\$116,384
2017	034-500099	Capital Projects	90000218	\$0	\$0	\$0
2018	034-500099	Capital Projects	90000218	\$0	\$0	\$0
2019	034-500099	Capital Projects	90000218	\$0	\$0	\$0
2020	034-500099	Capital Projects	90000218	\$0	\$0	\$0
			<i>Subtotals</i>	\$254,771	\$0	\$254,771

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

05-95-901510-5390000 - HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF PUBLIC HEALTH PROTECTION, FOOD PROTECTION LICENSING AND INSPECTION DATABASE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2015	102-500731	Contracts for Prog Svc	90000219	\$0	\$0	\$0
2016	102-500731	Contracts for Prog Svc	90000219	\$12,985	\$0	\$12,985
2017	102-500731	Contracts for Prog Svc	90000219	\$51,941	\$0	\$51,941
2018	102-500731	Contracts for Prog Svc	90000219	\$51,941	\$0	\$51,941
2019	102-500731	Contracts for Prog Svc	90000219	\$51,941	\$9,000	\$60,941
2020	102-500731	Contracts for Prog Svc	90000219	\$38,956	\$9,000	\$47,956
			<i>Subtotals</i>	\$207,764	\$18,000	\$225,764
			TOTALS	\$462,635	\$18,000	\$480,535

EXPLANATION

The purpose of this request is to allow the Vendor to conduct annual network penetration testing to evaluate the security of the system used by the Division of Public Health Services, Food Protection Section when accepting credit and debit card payments from individuals and establishments paying for items relating to licensing of food service establishments.

The Department is required to have annual penetration testing completed in order to meet Payment Card Industry Data Security Standards (PCI DSS). Penetration testing is conducted to determine whether and how a potential malicious user could gain access to the State's systems and debit or credit cardholder data.

As part of the annual statewide PCI DSS audit of all agencies accepting credit card payments, the Food Protection Section is audited to ensure it is compliant with the PCI DSS standards. The required annual penetration testing was not included in the original contract.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should the Governor and Executive Council not authorize this request, the Food Protection Section may not be in compliance with the annual security testing required within the PCI DSS, to which all state agencies accepting credit card payments are subject. Failure to comply with the standards could jeopardize the Food Protection Section's ability to accept credit card payments, which would reflect as a negative finding in the annual statewide PCI audit.

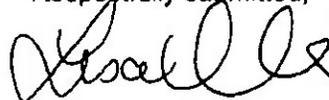
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3

Area served: Statewide

Source of Funds: 47% General Funds and 53% Other Funds

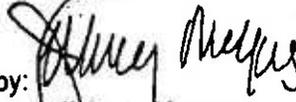
In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris,
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Denis Goulet
Commissioner

May 22, 2018

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Accela, Inc (fka Decade Software Company) of San Ramon, CA described below and referenced as DoIT No. 2014-096A.

The purpose of this request is to conduct annual network penetration testing to evaluate the security of the systems used by the Division of Public Health Services, Food Protection Section when accepting credit and debit card payments from individuals and establishments paying for items relating to licensing of food service establishments.

The funding amount for this amendment is \$18,000, increasing the current contract from \$462,535 to an amount not to exceed \$480,535. This amendment shall become effective upon Governor and Council approval through March 30, 2020.

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

Sincerely,

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

Denis Goulet

DG/kaf
DoIT #2014-096A

cc: Bruce Smith, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #1**

WHEREAS, pursuant to an Agreement approved by Governor and Council on March 13, 2015 Item #12A (herein after referred to as the "Agreement"), Accela, Inc. (formerly known as Decade Software Company, LLC), located at 2633 Camino Ramon, Suite 500, San Ramon, CA 94583 (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 Health & Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 1.8: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to add Additional Scope of Service;

WHEREAS, The Vendor agrees to provide Additional Scope of Service;

WHEREAS, the Department and the Vendor wish to increase the contract price by \$18,000 to bring the total contract price to \$480,535;

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 1.3 Contractor Name to read: Accela, Inc.
2. Amend Section 1.4 Contractor Address to read: 2633 Camino Ramon, Suite 500, San Ramon, CA 94583.
3. Amend Section 1.5 Contractor Phone Number to read: 925-659-3200
4. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$18,000 from \$462,535 to \$480,535
5. Add Exhibit K, DHHS Information Security Requirements
6. The Agreement is further amended as described in Table 1:

Table 1

Contract #2014-096 Part 2, Section 3 Contract Management	AMENDED TEXT
Section 3.1 Vendor's Contract Manager	Delete and replace Section 3.1 The Vendor's Contract Manager with: Accela, Inc. shall assign a Contract Manager who will be responsible for all Contract authorization and administration. Accela's Contract Manager is: Accela, Inc. 2633 Camino Ramon, Suite 500 San Ramon, CA 94583 Attn: Legal

Initial all pages
Vendor Initials: JH
Date: 4/30/2018

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #1**

<p>Contract #2014-096 Part 2, Section 3 Contract Management</p>	<p style="text-align: center;">AMENDED TEXT</p>
<p>Section 3.2.5 Vendor's Project Manager</p>	<p>Delete and replace Section 3.2.5. Vendor's Project Manager with: Accela's Project Manager is: Nam Ha Manager, Customer Support 2633 Camino Ramon, Suite 500 San Ramon, CA 94583 Tel (O): 925-359-3750 Tel (M): 925-915-7724</p>
<p>Contract #2014-096 Part 2, Section 3 Contract Management</p>	<p style="text-align: center;">AMENDED TEXT</p>
<p>Section 3.3. Key Project Staff</p>	<p>Delete and replace Section 3.3 Decade Key Project Staff with: 3.3: Accela Key Project Staff 3.3.1 Accela 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 Accela Key Project Staff. The State reserves the right to require removal or reassignment of Accela's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: Background Checks. 3.3.2 Accela shall not change any Accela Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Accela Key Project Staff will not be unreasonably withheld. The replacement Accela Key Project Staff shall have comparable or greater skills than Accela Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables, and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: Reference and Background Checks. 3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Accela in default and to pursue its remedies at law and in equity, if Accela fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Accela's replacement Project staff. 3.3.3.1 Accela Key Project Staff shall consist of the following individuals in the roles identified below: Nam Ha, Manager, Customer Support Chris Alderson, Sr. Manager, Customer Support Sharon Talkington, Sr. Director, Customer Support</p>

Initial all pages
Vendor Initials: JH
Date: 4/30/2018

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #1**

<p>Contract #2014-096 Part 3, Exhibit A - Contract Deliverables</p>	<p style="text-align: center;">AMENDED TEXT</p>
<p>Table 2.1 Implementation Schedule - Deliverables</p>	<p>Update table as follows: Insert Ref # 60: Deliverable: Accela, Inc. will manage and coordinate annual penetration testing using vendors who comply with Section 5.2 of the NIST SP 800-115 Technical Guide to Information Security Testing and Assessment guidelines. http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-115.pdf</p> <ul style="list-style-type: none"> • Recent vendors Accela, Inc. has used in the past include DeLap, Align and Summit Security. <p>Accela, Inc. will provide (yearly) to the Department, the results from the independent vendors:</p> <ul style="list-style-type: none"> • Completed and executed SAQ-D • Attestation of Compliance • Before and after primary account number scans • Latest monthly/quarterly, Qualys, vulnerability report • Plan of action and milestone (POAM) associated with the penetration testing results • TLS 1.0/1.1 Remediation plan <p>All other contractual obligations including those in Appendix F, Section 1.9 of the contract, will remain in effect, including that Accela, Inc. will be responsible for the cost of any remediation to maintain PCI compliance:</p> <p>Deliverable Type: Non-Software Projected Delivery Date: Annually on July 1st</p>
<p>Contract #2014-096 Part 3, Exhibit B - Price and Payment Schedule</p>	<p style="text-align: center;">AMENDED TEXT</p>
<p>Table 1 Deliverable Price and Payment Table</p>	<p>Update table as follows: Insert Ref # 60 Deliverable: Annual penetration testing Deliverable Type: Non-Software</p> <p>Projected Delivery Date: July 1, 2018 Price: \$9,000 Payment Amount: \$9,000</p> <p>Projected Delivery Date: July 1, 2019 Price: \$9,000 Payment Amount: \$9,000</p>

Initial all pages
Vendor Initials: JH
Date: 4/30/2018

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #1**

Contract #2014-096 Part 3, Exhibit B:	AMENDED TEXT
4. Payment Address	<p>Delete and replace Exhibit B, Section 4. PAYMENT ADDRESS with: 4. PAYMENT ADDRESS All payments shall be sent to the following address: Accela, Inc. 2633 Camino Ramon, Suite 500 San Ramon, CA 94583 Attn: Finance A/R Email: DG_Finance-AR@accela.com</p>

Table 2

CONTRACT HISTORY 2014-096 – Food Protection Licensing and Inspection Information System

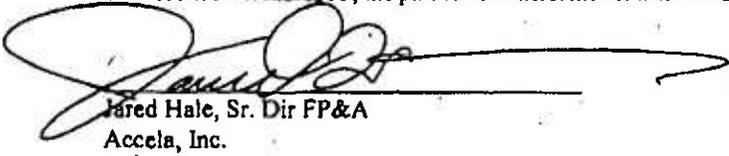
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-096	Original Contract	March 13, 2015 Item #12A	3/30/2020	\$462,535
2014-096 Amendment #1	1 st Amendment	TBD	3/30/2020	\$ 18,000
CONTRACT TOTAL				\$480,535

Initial all pages
 Vendor Initials: JH
 Date: 4/30/2018

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #1**

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.



Jared Hale, Sr. Dir FP&A
Accela, Inc.

Date: 04/30/2018

Corporate Signature Notarized:

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

**see attached California Acknowledgment*

State of New Hampshire



Lisa Morris, Director

Date: 5/10/18

Division of Public Health Services
Department of Health & Human Services
State of New Hampshire

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
2014-096
CONTRACT AMENDMENT #1

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

Approved by the Attorney General


State of New Hampshire, Department of Justice

Date: 5/24/2018

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH--created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

- Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law;
- f. Confidential information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.);
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above;
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved;
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange Issues:
DHHSInformationSecurityOffice@dhhs.nh.gov
- B. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov
- C. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov
- D. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacyOfficer@dhhs.nh.gov

CV 12A



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4858 1-800-862-3345 Ext. 4858
Fax: 603-271-4859 TDD Access: 1-800-735-2964



February 18, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Protection to enter into an agreement with Decade Software Company, LLC (Vendor #264432), 1195 West Shaw Avenue, Fresno, California, 93711 in an amount not to exceed \$462,535, to implement and provide ongoing hosting of a Licensing and Inspection Information System to be effective date of Governor and Council approval through March 30, 2020. 56% General Funds and 44% Other Funds.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016, SFY 2017, SFY 2018, SFY 2019, and SFY 2020 upon the availability and continued appropriation of funds in the future capital and operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-90-00300-2930 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF HEALTH AND SOCIAL SERVICES,
13-195:VII-G - FOOD PROTECTION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 15	034-500099	Capital Projects	90000219	\$138,387
SFY 16	034-500099	Capital Projects	90000219	\$116,384
			Sub-total	\$254,771

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 February 18, 2015
 Page 2

05-95-90-901510-5390 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, FOOD
 PROTECTION SECTION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 16	102-500731	Contracts for Prog Svc	90000219	\$12,985
SFY 17	102-500731	Contracts for Prog Svc	90000219	\$51,941
SFY 18	102-500731	Contracts for Prog Svc	90000219	\$51,941
SFY 19	102-500731	Contracts for Prog Svc	90000219	\$51,941
SFY 20	102-500731	Contracts for Prog Svc	90000219	\$38,956
			Sub-total	\$207,764
			Total	\$462,535

EXPLANATION

Funds in this agreement will be used to install and maintain a Food Protection Licensing and Inspection Information System, a data management system to improve efficiencies, support the business needs, and food safety defense mission of the Department's Food Protection Section.

The Food Protection Section licenses and inspects New Hampshire establishments where food is produced, manufactured, stored or sold. Food Protection issues licenses to and inspects restaurants, retail grocery stores, caterers, packers of potentially hazardous food, bakeries, schools, private, state and county institutions, mobile food units, food processors, dairy producers and plants, commercial shellfish processors and beverage and bottled water plants. Food Protection also investigates illness and sanitation complaints from consumers and reports of food borne disease outbreaks. Inspection results are public information and are currently made available upon request via hard copies.

The current Food Protection Section software applications utilize multiple databases (e.g. two Access databases and many on Excel). Originally built more than ten years ago, the system loses accounts that must then be re-entered from the paper files. Reports often do not reconcile, and time must be spent verifying the information against the paper files and/or previously created reports. This lack of reliability requires extensive hours of staff time to verify the validity of data in the system and is a burden on businesses that need a license in order to open or to continue operations.

The new data management system will demonstrate improvements over the current way of doing business by decreasing the number of times data must be entered or handled to complete a process transaction. Examples include not having to handle and enter paper copies of applications or inspection reports, providing computer generated inspection results rather than handwritten results and

Her Excellency, Governor Margaret Wood Hassan,
and the Honorable Council
February 18, 2015
Page 3

not having to re-enter data that was already collected at the field level, and not having to deposit fees that are paid (currently all by checks, but the future system will provide the option of electronic on-line payment). Requests for information from the public can be quickly provided in the new system either by direct access from the public to a website where inspection results are posted or by several staff empowered to efficiently pull the information from a flexible data system.

Should Governor and Executive Council not authorize this Request, New Hampshire will be at risk of interrupting annual licensing, registration and revenue from over 4,000 food establishments. The Section will not have data to improve data management, program quality improvement initiatives and an integrated system which supports inspection uploads, on-line applications and payment and public access.

Decade Software Company was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from March 15, 2014, through April 28, 2014. In addition, a bidder's teleconference was held on March 27, 2014.

Four proposals were received in response to the Request for Proposals. Six reviewers who work in the Division of Public Health Services and the Department of Information Technology reviewed and scored the proposals. The reviewers represent seasoned public health administrators and managers who have between ten to fifteen years' experience in the food protection field; three of the six reviewers have experience in developing and managing agreements with IT vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses of the proposals and a live demonstration of the products. Unanimous consensus was reached to use the Decade Software Company product, a proven Food Licensing and Inspection Information System. A summary of this review process is attached.

As referenced in the Request for Proposals and Part 2, Exhibit C, Special Provisions, this competitively procured Agreement has the option to extend for five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreement:

- Deliverables 1-2, Project Management as defined in the contract Exhibit B, Deliverable Price and Payment Table including an agreed upon work plan is delivered to and accepted by the State of New Hampshire
- Deliverables 3-10, Project Management are completed

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
February 18, 2015
Page 4

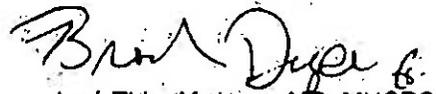
- Deliverable 11, System Software installation, is completed
- Deliverables 12-26, Environment Test and Production, are completed
- Deliverables 27-31, User Acceptance Testing, are completed
- Deliverables 32-34, End-User Training, are completed
- Deliverables 35-39, Deployment are completed
- Deliverables 40-42, Warranty Period 90 days from go-live results in final state acceptance of the system
- Year 2 – Ongoing Hosting, Support and Maintenance
 - a. The application will perform 99.9% of the time, exclusive of scheduled maintenance
 - b. 95% of the time, serious deficiencies during business hours will have a planned corrective action response within 3 hours
 - c. Food Protection System staff will be able to retrieve pre-identified reports 100% of the time
 - d. An annual customer/user survey will show 80% of users are satisfied with the performance of the system

Area served: Statewide.

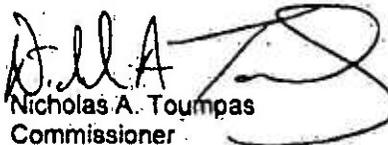
Source of Funds: 56% General Funds and 44% Other Funds.

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

Respectfully submitted,


José Thier Montero, MD, MHCDS
Director

Approved by:


Nicholas A. Toumpas
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

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

Steven J. Kelleher
Acting Commissioner

February 12, 2015

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Decade Software Company of Fresno, CA, as described below and referenced as DoIT No. 2014-096.

The Department of Health and Human Services Division of Public Health seeks the services of an information technology vendor to implement and provide ongoing hosting of a Food Protection Licensing and Inspection Information System (FPLIIS) that supports the business functions of the Food Protection Section (FPS). The amount of the contract shall not exceed \$462,535.00 and the contract term shall extend to ~~MARCH 30, 2020,~~

Please inform this office of upcoming events associated with processing this contract so that we may stay involved.

Sincerely,

A handwritten signature in black ink that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/lrm
Contract # 2014-096
cc: Michael Dumond, DHHS
Leslie Mason, DoIT

**SCORE SUMMARY SHEET
CONTRACT 2014-096
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM**

The Food Protection Section received four responses to the RFP. A review panel was created to look at each vendor's proposal.

The review panel consisted of:

- Jerry Bardsley Bureau of Public Health Statistics and Informatics, Business Systems Analyst, DPHS
- Philip J. Nadeau, Jr. Administrator, DHHS
- Deborah Currier Food Protection Section, Licensing Specialist, DPHS
- Michael Dumond Bureau of Public Health Protection, Bureau Chief, DPHS
- Michael W. O'Neil DHHS Agency Technology Manager, DoIT
- Richard Regan Information Architect, Office of Information Systems, DHHS
- Colleen Smith Food Protection Section, Section Chief, DPHS

The panel met for several meetings and invited the four vendors to demonstrate their solutions. All seven reviewers attended the demonstrations, together with Jonathan Gallo, DHHS Project Manager; additional DoIT staff; and additional Food Protection and DPHS staff. A consensus scoring model was used to score the proposals and demonstrations. The decision was unanimous for the selected vendor, Decade Software Company, LLC.

EVALUATION CRITERIA		SCORE			
		Computer Aid, Inc.	Decade Software Company, LLC	Digital Health Department	HealthSpace USA, Inc.
	Max # Points				
Software Solution	300	192	224	113	113
Technical, Service and Project Management Experience and Approach	150	97	115	68	54
Company Qualifications	100	75	80	38	44
Staffing Qualifications	100	75	80	48	43
Solution Cost Points	350	229	228	206	350
Financial Analysis		Low Risk	Low Risk	High Risk	High Risk
TOTAL	1,000	669	727	472	604

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NHEDSS AND PRISM DEVELOPMENT WORK
CONTRACT 2015-009
AGREEMENT: PART 1**

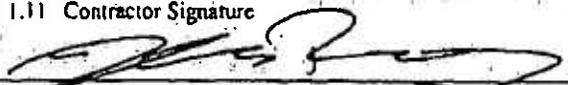
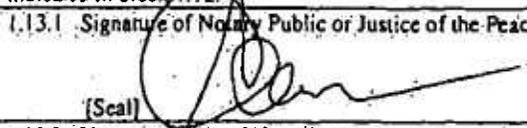
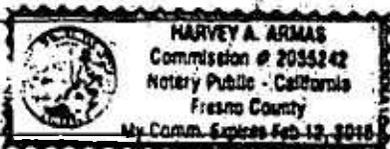
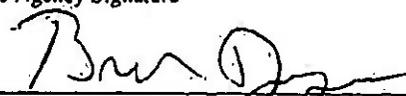
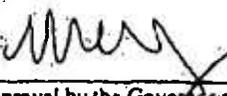
Subject: Food Protection Licensing and Inspection Information System

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health & Human Services		1.2 State Agency Address 129 Hazen Drive Concord, NH 03301-3857	
1.3 Contractor Name Decade Software Company, LLC		1.4 Contractor Address 1195 W. Shaw Fresno, CA 93711	
1.5 Contractor Phone Number 800-233-9847 ext. 702	1.6 Account Number 05-95-90-900030-2930-034-500099 05-95-90-901510-5390-102-500731	1.7 Completion Date 03/30/2020	1.8 Price Limitation \$462,535
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4483	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Darryl Booth, President	
1.13 Acknowledgement: State of <u>California</u> County of <u>Fresno</u> On <u>02-11-2015</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Harvey A. Armas Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yee - Attorney On: <u>2/23/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject

matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective

successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Health and Human Services, Division of Public Health Services ("State"), and Decade Software Company, LLC, a Limited Liability Company, ("Decade"), having its principal place of business at 1195 West Shaw, Fresno, CA, 93711.

The State of New Hampshire, Department of Health and Human Services (DHHS), Division of Public Health Services, Food Protection Section is preparing to replace an existing database and implement a system for licensure and inspection of food establishments.

The Contract shall be executed in conjunction with the Request for Proposals (RFP). The RFP is hereby incorporated within, by reference, and all terms, conditions and requirements shall be applicable under this contract.

RECITALS

The State desires to have Decade provide a Commercial-Off-The-Shelf (COTS) Software System, and associated Services for the Department of Health and Human Services, Division of Public Health Services Food Protection Section.

Decade wishes to provide a Commercial-Off-The-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

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

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Exhibit N - The Decade Proposal, by reference
Exhibit O - Special Exhibits, Attachments and Certificates

1.2 Order of Precedence

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

- a. The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1;
- b. General Contract Requirements in Section H of the RFP document;
- c. State of New Hampshire, Department of Health and Human Services, Division of Public Health Services Contract 2014-096, Food Protection Licensing and Inspection Information System;
- d. RFP 2014-096 Food Protection Licensing and Inspection Information System, dated March 15, 2014, with addenda #s 1, 2, 3, and 4 incorporated; then
- e. Decade's Proposal, dated April 28, 2014.

1.3 Contract Term

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

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

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, Not to Exceed Contract

This is a Non-Exclusive, Not to Exceed (NTE) Contract with price and term limitations as set forth in the Contract. Decade may invoice the State for accepted Deliverables, as specified in Exhibit B, Section 1.1 Not to Exceed, Table 1 - Deliverable Price and Payment Table, "Payment Amount" column.

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

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Initial and Date All Pages:

Decade's Initials: 

Date: 2-11-15

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3. CONTRACT MANAGEMENT

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

3.1 The Vendor's Contract Manager

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

Darryl Booth
President
195 ~~194~~ W. Shaw Ave
Fresno, CA 93711
Tel: 800-233-9847 x702
Fax: 559-222-1365
Email: darrylbooth@decadesoftware.com

3.2 The Vendor's Project Manager

3.2.1 Contract Project Manager.

Decade shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Decade's selection of Decade 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 Decade Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Decade's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 Decade's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Decade's representative for all administrative and management matters. Decade's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Decade's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Decade's Project Manager must work diligently and use his/her best efforts on the Project.

3.2.3 Decade shall not change its assignment of Decade's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Decade's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Decade's Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in the RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. Decade shall assign a replacement Decade

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Project Manager within ten (10) business days of the departure of the prior Decade Project Manager, and Decade shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Decade Project Manager.

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

3.2.5 Decade's Project Manager is:
Michael Zachry
Implementation Specialist
1195 W. Shaw Ave
Fresno, CA 93711
Tel: 800-233-9847 x743
Fax: 559-222-1365
Email: michaelzachry@decadesoftware.com

3.3 Decade Key Project Staff

3.3.1 Decade 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 Decade Key Project Staff. The State reserves the right to require removal or reassignment of Decade's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

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

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

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

Decade's Key Project Staff:

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<u>Key Member(s)</u>	<u>Title</u>
Brian Weber	Client Services Manager
Mike Zachry	Implementation Specialist
Oskar Chomicki	Report Writer
Louis Salas	Data Conversion Specialist
Glen Rudelis	VP of Development

3.4 State Contract Manager

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

Colleen Smith, MS
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301-6504
Phone: 603-271-4589
Fax: 603-271-4859
Email: colleen.smith@dhhs.state.nh.us

3.5 State Project Manager

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

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

The State Project Manager is:

Elizabeth Shields
NH Department of Health & Human Services
Office of Health Information Technology
Brown Building
129 Pleasant Street
Concord, NH 03301-3857
Cell: (603) 421-7130
Email: Elizabeth.Shields@dhhs.state.nh.us

3.6 Reference and Background Checks

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

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4. DELIVERABLES

4.1 Vendor Responsibilities

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

Decade may subcontract Services subject to the provisions of the Contract. Decade must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Decade to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

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

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

4.3 Non-Software and Written Deliverables Review and Acceptance

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

12.3 State's Immunity

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

12.4 Survival

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

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

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

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

- a. Unless otherwise provided in the Contract, the State shall provide Decade written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Decade fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Decade notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Decade a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Decade during the period from the date of such notice until such time as the State determines that Decade has cured the Event of Default shall never be paid to Decade.
- c. Set off against any other obligations the State may owe to Decade any damages the State suffers by reason of any Event of Default.
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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e. Procure Services that are the subject of the Contract from another source and Decade shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract. In no event shall this amount exceed two times the price limitation in Block 1.8 of the P-37.

13.1.2 In the event of default by the State, Decade shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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

13.2 Termination for Convenience

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

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Decade to deliver to the State any property, including

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equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Decade understands and agrees to the following rules:

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

18.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems". Decade understands and agrees that use of email shall follow State standard policy (available upon request).

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

Neither Decade 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.

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Except in the event of the foregoing, Force Majeure events shall not include Decade's inability to hire or provide personnel needed for Decade's performance under the Contract.

18.11 Reserved

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 Survival

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

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination

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

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	including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by Vendor as essential to work on the Project.
Licensee	The State of New Hampshire
MSI	Windows Installer (previously known as Microsoft Installer) is a software component used for the installation, maintenance, and removal of software on modern Microsoft Windows systems. The installation information, and often the files themselves, are packaged in installation packages, loosely relational databases structured as COM Structured Storages and commonly known as "MSI files", from their default file extension.
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 - 9:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
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.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.

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Professional Services Request (PSR)	The term "PSR" shall mean the document and process required to authorize professional services which are outside of those agreed to in this Agreement, as implemented via a Change Order.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Report	A point-in-time accounting of the project to include at least 1) all tasks assigned to the project; 2) task status; 3) task assignment; 4) estimated work hours remaining to complete task; and 5) work hours completed on task.
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 Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
SaaS- Software as a Service	Occurs where the COTS application, is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.

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Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS Software and Enhancements
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. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Source Code	The computer program that is written in a language and then converted to a code the computer can read.
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 Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services Division of Public Health Services Food Protection Section 29 Hazen Drive Concord, NH 03301 Reference to the term "State" shall include applicable agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to 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 1 st through June 30 th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or

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	owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when 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.
Vendor/ 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.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Version	The term "Version" shall mean an issue of Licensed Programs, which has been made available to the Client.
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 during which 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 by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 9:00 am and 6:00 pm, eight (8) hour days, forty (40) hour weeks,

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	excluding State of New Hampshire holidays and those work holidays expressly defined in the Vendor's proposal. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in RFP Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES

Decade shall provide the State with Food Protection Licensing and Inspection Information System (FPLIIS), a COTS solution (currently branded as EnvisionConnect; EnvisionConnect Remote; EnvisionConnect Online; EnvisionConnect Press Agent; and EnvisionConnect Extender), which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the contract.

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

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

Pricing for Deliverables is 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 SCHEDULE

2.1 Implementation Schedule-Deliverables

Ref #s	Deliverable	Deliverable Type	Projected Delivery Date
	Project Management		
1.	Conduct Project Kickoff Meeting	Non-Software	March, 2015
2.	Project Work Plan (including milestones)	Written	March, 2015
3.	Review of State Processes	Non-Software	April, 2015
4.	Technical and Information Architecture Review and Plan Development	Written	April, 2015
5.	Configuration Documentation and Approval	Written	July, 2015
6.	Interface Specification Approval	Written	March, 2015
7.	Reports Specification Documentation and Approval	Written	June, 2015
8.	System Data Entry Form Design and Approval	Written	April, 2015

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Ref #s	Deliverable	Deliverable Type	Projected Delivery Date
9.	Implementation Documentation (Goals and Objectives for the Entire Project including Transition Plan) and Approval	Written	April, 2015
10.	Status Reports/ Meetings and Updates to Work Plan	Written	Weekly Beginning March, 2015
	System Software		
11.	Software Licensing Fee (Software Installed in Hosting Environment)	Software	April, 2015
	Environment (Test and Production)		
12.	Set Up and Configuration Software For NH	Software	June, 2015
13.	System Hosting - Year 1	Software & Non-Software	June, 2015
14.	Financial System Interface Development	Software	March, 2015
15.	Payment Processing Interface Development	Software	April, 2015
16.	Report Development 11 standard reports- R-2 to R-12 and 58 forms - FM-1 to FM-58 to be delivered at Go Live. (Samples shown in RFP 2014-96 Addendum 2 and 3)	Software	July, 2015
17.	Legacy Data Mapping	Software	May, 2015
18.	Unit, system, Integration, Regression Testing	Software	July, 2015
19.	Test Functionality	Software	July, 2015
20.	Test Security	Software	June, 2015
21.	Perform Volume and Stress Test	Software	July, 2015
22.	System Ready for Review and User Testing	Software	July, 2015

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Ref #s	Deliverable	Deliverable Type	Projected Delivery Date
23.	System Administration Documentation Including Run Book / Administrator's Guide (latest version)	Written	April 2015
24.	System Walkthrough/ Review	Non-Software	July, 2015
25.	Source Escrow Fee – Year 1	Non-Software	March, 2015
	User Acceptance Test (UAT)		
26.	Test Plan and Scripts	Written	July, 2015
27.	Training for UAT	Non-Software	July, 2015
28.	Support State During UAT	Non-Software	July, 2015
29.	User Acceptance Testing	Software	August, 2015
30.	UAT Acceptance by the State	NA	August, 2015
	End-User User Training		
31.	Training plan and Schedule	Written	July, 2015
32.	Provide User Documentation	Written	July, 2015
33.	Train End-Users	Non-Software	August, 2015
	Deployment		
34.	User Operation Manual	Written	August, 2015
35.	User Support Plan	Written	August, 2015
36.	Deployment Plan	Written	August, 2015
37.	Go Live Deployment	Software & Non-Software	August, 2015
38.	Support State During Go Live	Software & Non-Software	August, 2015
39.	Warranty Period	Software & Non-Software	90 days from "Go Live"

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Ref #s	Deliverable	Deliverable Type	Projected Delivery Date
40.	Final State Acceptance of System	Written	December, 2015
41.	Project Holdback	NA	
	Other		
42.	Project Close Out Meeting	Non-Software	December, 2015
43.	Third Party Software (SAP- Crystal Reports)	Software	March, 2015
	Hosting, Support and Maintenance		
44.	Year 2 – Ongoing System Hosting	Software & Non-Software	March, 2016
45.	Year 2 - Ongoing Support and Maintenance	Software & Non-Software	March, 2016
46.	Year 2 – Source Escrow Fee	Non-Software	March, 2016
47.	Year 3 – Ongoing System Hosting	Software & Non-Software	March, 2017
48.	Year 3 - Ongoing Support and Maintenance	Software & Non-Software	March, 2017
49.	Year 3 – Source Escrow Fee	Non-Software	March, 2017
50.	Year 4 – Ongoing System Hosting	Software & Non-Software	March, 2018
51.	Year 4 - Ongoing Support and Maintenance	Software & Non-Software	March, 2018
52.	Year 4 – Source Escrow Fee	Non-Software	March, 2018
53.	Year 5 – Ongoing System Hosting	Software & Non-Software	March, 2019
54.	Year 5 - Ongoing Support and Maintenance	Software & Non-Software	March, 2019
55.	Year 5 – Source Escrow Fee	Non-Software	March, 2019
	Application Modifications		
56:	Optional at the State's sole discretion – Enterprise GIS System (Web Services Based calls to Department of Safety GIS)	Software	TBD

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Ref #s	Deliverable	Deliverable Type	Projected Delivery Date
57.	Optional at the State's sole discretion - Liquor Enforcement- SQL Server Reporting Services-Lookup for current food permits by establishment name (SQL Server Reporting Services Web-Based Report)	Software	April, 2015
58.	Optional at the State's sole discretion - Unique Visual Trigger in accordance with Requirements FC-3, 17, 18, 19, 20	Software	April, 2015
	Change Orders		
1.	Change Orders per Contract Part 2, Section 9, Year 1		

TRAINING DELIVERABLES

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

SOFTWARE LICENSES

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

2014-096 Exhibit A- Contract Deliverables

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$ 462,535 for the period between the Effective Date through March 30, 2020. Decade shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Decade to invoice the State for the following accepted Deliverables at fixed pricing/rates appearing in the price and payment tables below:

Table 1: Deliverable Price and Payment Table

Ref #s	Deliverable	Deliverable Type	Projected Delivery Date	Price	Payment Amount
	Project Management				
1.	Conduct Project Kickoff Meeting	Non-Software	March, 2015	***Included	
2.	Project Work Plan (including milestones)	Written	March, 2015	***Included	\$32,128.00 (20% Payment)
3.	Review of State Processes	Non-Software	April, 2015	***Included	
4.	Technical and Information Architecture Review and Plan Development	Written	April, 2015	***Included	
5.	Configuration Documentation and Approval	Written	July, 2015	***Included	
6.	Interface Specification Approval	Written	March, 2015	***Included	
7.	Reports Specification Documentation and Approval	Written	June, 2015	***Included	
8.	System Data Entry Form Design and Approval	Written	April, 2015	\$40,000.00	
9.	Implementation Documentation (Goals and Objectives for the Entire Project Including Transition Plan) and Approval	Written	April, 2015	***Included	\$32,128.00 (20% Payment)
10.	Status Reports/ Meetings and Updates to Work Plan	Written	Weekly Beginning March, 2015	***Included	
	System Software				
11.	Software Licensing Fee	Software	April, 2015	\$43,700.00	\$43,700.00

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Ref #s	Deliverable	Deliverable Type	Projected Delivery Date	Price	Payment Amount
	(Software Installed in Hosting Environment)				
	Environment (Test and Production)				
12.	Set Up and Configuration Software For NH	Software	June, 2015	\$27,350.00	
13.	Year 1- System Hosting	Software & Non-Software	June, 2015	\$8,241.00	\$8,241.00
14.	Financial System Interface Development	Software	March, 2015	***Included	
15.	Payment Processing Interface Development	Software	April, 2015	\$40,000.00	
16.	Report Development 11 standard reports: R-2 to R-12 and 58 forms - FM-1 to FM-58 to be delivered at Go Live. (Samples shown in RFP 2014-96 Addendum 2 and 3)	Software	July, 2015	\$10,000.00	
17.	Legacy Data Mapping	Software	May, 2015	\$12,600.00	
18.	Unit, system, Integration, Regression Testing	Software	July, 2015	***Included	
19.	Test Functionalty	Software	July, 2015	***Included	
20.	Test Security	Software	June, 2015	\$10,000.00	
21.	Perform Volume and Stress Test	Software	July, 2015	***Included	
22.	System Ready for Review and User Testing	Software	July, 2015	***Included	
23.	System Administration Documentation including Run Book / Administrator's Guide (latest version)	Written	April 2015	***Included	
24.	System Walkthrough/Review	Non-Software	July, 2015	***Included	\$32,128.00 (20% Payment)
25.	Source Escrow Fee -- Year 1	Non-Software	March, 2015	\$2,190.00	\$2,190.00
	User Acceptance Test (UAT)				

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Ref #s	Deliverable	Deliverable Type	Projected Delivery Date	Price	Payment Amount
26.	Test Plan and Scripts	Written	July, 2015	***Included	
27.	Training for UAT	Non-Software	July, 2015	***Included	
28.	Support State During UAT	Non-Software	July, 2015	***Included	
29.	User Acceptance Testing	Software	August, 2015	***Included	
30.	UAT Acceptance by the State	NA	August, 2015	***Included	\$32,128.00 (20% Payment)
	End-User User Training				
31.	Training plan and Schedule	Written	July, 2015	***Included	
32.	Provider-User Documentation	Written	July, 2015	***Included	
33.	Train End-Users	Non-Software	August, 2015	\$20,690.00	
	Deployment				
34.	User Operation Manual	Written	August, 2015	***Included	
35.	User Support Plan	Written	August, 2015	***Included	
36.	Deployment Plan	Written	August, 2015	***Included	
37.	Go Live Deployment	Software & Non-Software	August, 2015	***Included	
38.	Support State During Go Live	Software & Non-Software	August, 2015	***Included	\$16,064.00 (10% Payment)
39.	Warranty Period	Software & Non-Software	90 days from "Go Live"	***Included	
40.	Final State Acceptance of System	NA	December, 2015	***Included	
41.	Project Holdback	NA		***Included	\$16,064.00 (10% Payment)
	Other				
42.	Project Close Out Meeting	Non-Software	December, 2015	***Included	
43.	**Third Party Software (SAP- Crystal Reports)	Software	March, 2015	**Included	
	Subtotal			\$214,771.0	\$214,771.00

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Ref #s	Deliverable	Deliverable Type	Projected Delivery Date	Price	Payment Amount
	(Implementation Costs Including Year 1 Hosting, Escrow Fee, Support and Maintenance)			0	
	Hosting, Escrow Fee, Support and Maintenance				
44.	Year 2 – Ongoing System Hosting	Software & Non-Software	March, 2016	\$8,241.00	\$8,241.00
45.	Year 2 - Ongoing Support and Maintenance	Software & Non-Software	March, 2016	\$43,335.00	\$43,335.00
46.	Year 2 – Source Escrow Fee	Non-Software	March, 2016	\$365.00	\$365.00
47.	Year 3 – Ongoing System Hosting	Software & Non-Software	March, 2017	\$8,241.00	\$8,241.00
48.	Year 3 - Ongoing Support and Maintenance	Software & Non-Software	March, 2017	\$43,335.00	\$43,335.00
49.	Year 3 – Source Escrow Fee	Non-Software	March, 2017	\$365.00	\$365.00
50.	Year 4 – Ongoing System Hosting	Software & Non-Software	March, 2018	\$8,241.00	\$8,241.00
51.	Year 4 - Ongoing Support and Maintenance	Software & Non-Software	March, 2018	\$43,335.00	\$43,335.00
52.	Year 4 – Source Escrow Fee	Non-Software	March, 2018	\$365.00	\$365.00
53.	Year 5 – Ongoing System Hosting	Software & Non-Software	March, 2019	\$8,241.00	\$8,241.00
54.	Year 5 - Ongoing Support and Maintenance	Software & Non-Software	March, 2019	\$43,335.00	\$43,335.00
55.	Year 5 – Source Escrow Fee	Non-Software	March, 2019	\$365.00	\$365.00
	Subtotal – Years 2-4 Ongoing Hosting, Escrow Fee, Support and Maintenance			\$207,764.00	\$207,764.00
	Application Modification				
56.	Optional at the States sole discretion Enterprise GIS System (Web Services Based calls to Department of Safety GIS)	Software	TBD	\$10,000.00	\$10,000.00

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Ref #s	Deliverable	Deliverable Type	Projected Delivery Date	Price	Payment Amount
57.	Optional Liquor Enforcement-SQL Server Reporting Services-Lookup for current food permits by establishment name (SQL Server Reporting Services Web-Based Report)	Software	April, 2015	\$5,000.00	\$5,000.00
58.	Optional Unique Visual Trigger in accordance with Requirements FC-3, 17, 18, 19, 20		April, 2015	\$5,000.00	\$5,000.00
	Subtotal - Optional Software Modifications			Not to exceed \$20,000.00	Not to exceed \$20,000.00
	Change Orders				
59.	Change orders in accordance with Part 2, section 9, Change Orders			\$20,000.00	\$20,000.00
	NOT TO EXCEED PRICE TOTAL			\$462,535.00	\$462,535.00

*Line item was added per Appendix C2-Business and Technical Requirement

**Line item added in response to RFP Third Party software requirement.

***The term "Included" referenced in the table is to depict that the cost incurred by the "Deliverable" is covered in a general cost of implementation without direct fees associated.

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PRICE AND PAYMENT SCHEDULE**

Table 2 -- Detailed License Deliverables and Pricing.

Description	License Type	Quantity	Net Price-License
Tech Products			
Software License	Perpetual	1	\$43,700
SQL Express	Restricted	20	Included
Application Products			
EnvisionConnect	Perpetual	1	Included
EnvisionConnect Remote	Perpetual	1	Included
EnvisionConnect Press Agent	Perpetual	1	Included
EnvisionConnect Online	Perpetual	1	Included
EnvisionConnect Extender	Perpetual	1	Included
Grand Sub Total			\$43,700

Table 3- Decade's Rates Pricing Worksheet (Hourly Rates)

Position Title	SFY 2015 7/1/14-6/30/15	SFY 2016 7/1/15-6/30/16	SFY 2017 7/1/16-6/30/17	SFY 2018 7/1/17-6/30/18	SFY 2019 7/1/18-6/30/19
Custom Programming	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr
Consultation	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr
Report Development	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr
Training at Client Facility- Maximum of 6 participants	\$1,470.00/Day	\$1,470.00/Day	\$1,470.00/Day	\$1,470.00/Day	\$1,470.00/Day
Training at Client Facility- Maximum of 15 participants	\$2,205.00/Day	\$2,205.00/Day	\$2,205.00/Day	\$2,205.00/Day	\$2,205.00/Day
Training at Decade Facility	\$1,470.00/Day	\$1,470.00/Day	\$1,470.00/Day	\$1,470.00/Day	\$1,470.00/Day
Training Online Using WebEx	\$183.50/Hr	\$183.50/Hr	\$183.50/Hr	\$183.50/Hr	\$183.50/Hr

2014-096 Exhibit B- Price and Payment Schedule

Initial and Date All Pages:

Decade's Initials 

Date: 2-11-15

**STATE OF NEW HAMPSHIRE
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PRICE AND PAYMENT SCHEDULE**

Phone Support Outside Normal Service Hours	\$189.00/Hr	\$189.00/Hr	\$189.00/Hr	\$189.00/Hr	\$189.00/Hr
Third Party Support	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr	\$126.00/Hr

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 \$462,535 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Decade for all fees and expenses, of whatever nature, incurred by Decade 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

Decade may invoice the State for accepted Deliverables, as specified in in Exhibit B, Section 1.2 Not to Exceed, Table 1 – Deliverable Price and Payment Table, "Payment Amount" column. Decade shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Decade shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

The original license and annual fees are based on the number of Inspectors, specified herein as fifteen (15), and the following health programs: Food, Dairy, Beverage/Bottled Water, and Shellfish.

Client agrees to pay for additional health programs and Inspectors as they are needed at rates consistent with the conditions set forth in paragraph 17, Extension.

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

Invoices shall be sent to:
Colleen Smith at colleen.smith@dhhs.state.nh.us OR

2014-096 Exhibit B- Price and Payment Schedule

Initial and Date All Pages:

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Date: 2-1-15

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PRICE AND PAYMENT SCHEDULE**

NH Department of Health and Human Services
Division of Public Health Services
Food Protection Section
29 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Decade Software Company, LLC
1195 West Shaw Ave
Fresno, CA, 93711

5. OVERPAYMENTS TO Decade

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

6. CREDITS

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

7. PROJECT HOLDBACK

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

2014-096 Exhibit B- Price and Payment Schedule

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SPECIAL PROVISIONS**

SPECIAL PROVISIONS

Contractor's Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

2. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

3. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Project Report hereunder, the Department shall determine that the Contractor has received payments hereunder for services not provided, the Department may elect to:

- 3.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 3.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 3.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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4. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

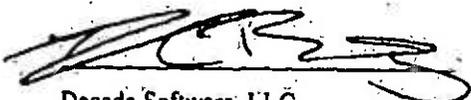
4.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance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

5. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be Confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

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

6.1 Decade Software, LLC, hereby certifies that it is not subject to the audit requirements as set forth in Title 45 C.F.R. Part 74.26 and OMB Circular No. A-133, as described in Paragraph #6 above, nor does it receive federal funds sufficient to trigger these requirements. Should Decade Software, LLC, receive federal funds sufficient to trigger these audit requirements, Decade Software, LLC, will be required to comply with the provisions of Paragraph #6 above.


Decade Software, LLC.

2-11-15
Date

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6.2 In the event that Decade Software, LLC., is acquired in whole or in part by another entity that is subject to the audit requirements as set forth in Title 45, C.F.R. Part 74.26 and OMB Circular No. A-133, as described in Paragraph #6 above, or receives federal funds sufficient to trigger these audit requirements, the provisions of Paragraph #6 shall apply.

6.3 Notwithstanding Paragraph #6.1 above, the requirements of Paragraphs #6.4 (Audit and Review) and 6.5 (Audit Liabilities) as set forth below shall apply.

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

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

7. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

7.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

8. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

9. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and

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agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

10. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

10.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

10.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

10.3. Monitor the subcontractor's performance on an ongoing basis

10.4. DHHS shall, at its discretion, review and approve all subcontracts. If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

11. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or more employees; it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Nonprofit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

12. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe

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Initial and Date All Pages:

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Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

13. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:
The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM
EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

14. SUBPARAGRAPH 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number: 05-95-90-902010-5260-102-500731 or any other account, in the event funds are reduced or unavailable.

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15. SUBPARAGRAPH 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

16. Insurance:

Subparagraph 14.3 of the General Provisions of this contract is deleted and replaced with the following subparagraph:

2.4. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

17. Extension:

This agreement has the option for a potential extension of up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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Fees for extension years shall be negotiated and may not increase more than 15% over the corresponding fees in the original contract.

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EXHIBIT D
ADMINISTRATIVE SERVICES**

1. STATE MEETINGS AND REPORTS

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

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

- a. **Introductory Meeting:** Participants will include Decade Key Project Staff and State Project leaders from both Department of Health and Human Services and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and Decade Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Decade Project Manager and the State Project Manager. These meetings will be conducted weekly during the stand-up phase of the project and bi-weekly thereafter, as mutually agreed upon by Decade and the State, and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Decade shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from Decade and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Decade to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Decade's responsibility.

The Decade Project Manager or Decade Key Project Staff shall submit bi-weekly status reports in a format agreed to by the State, in accordance with the Schedule and terms of this Contract. Decade's Project Manager shall produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Decade shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.

2014-096 Exhibit D- Administrative Services

Initial and Date All Pages:

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ADMINISTRATIVE SERVICES**

7. Report and remedies in case of falling behind Schedule

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

2. STATE-OWNED DOCUMENTS AND DATA

Decade 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, Decade shall turn over all State-owned documents, data, materials, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents and data must be provided in electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

Decade 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*.

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

2014-096 Exhibit D- Administrative Services

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ADMINISTRATIVE SERVICES

4. ACCOUNTING REQUIREMENTS

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

2014-096 Exhibit D- Administrative Services

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**STATE OF NEW HAMPSHIRE
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EXHIBIT E
IMPLEMENTATION SERVICES**

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

1. IMPLEMENTATION STRATEGY

1.1 Key Components

A. Decade shall employ an Implementation strategy with a timeline set forth in accordance with the High-Level Work Plan outlined below:

1. Implementation Planning

- a. Internal Project Planning Setup
 - Research, Assign staff, Schedule Kickoff Meeting
 - Conduct Kickoff Meeting
- b. Conduct First Implementation Meeting
 - Review and Update Project Plan
- c. Project Planning Documentation and Approval
- d. Transfer of Documents to Client

2. Onsite Confirmation and Planning Meeting

3. IT Infrastructure

- a. Hosting Facility Hardware, Software and Services readied

4. Installation

- a. Installation of Envision Application

5. Data Conversion

- a. Identify conversion Data Requirements and specification
- b. Field mapping spreadsheet
- c. Data Conversion Plan
- d. Client approval of Plan
- e. Convert data: First pass
- f. Approval of final Conversion

6. Analysis and Design

- a. Understanding of legacy systems and workflow
- b. Creation of high-level Envision workflow and structure
- c. Creation of support codes workflow and structure

7. Report Development

- a. Confirm reports to be developed among those identified in the RFP Business Requirements R-1 through R-12 and FM-1 through FM-58.

2014-096 Exhibit E- Implementation Services

Initial and Date All Pages:

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IMPLEMENTATION SERVICES**

- b. Identify candidate reports from Report Catalog, identify candidate reports from other sources, create new reports.
 - 8. Form Development**
 - a. Confirm forms to be developed among those identified in the RFP Business Requirements FM-1 through FM-58.
 - b. Develop forms
 - 9. Interface Development**
 - a. Financial System Interface
 - b. Payment Processing Interface
 - c. GIS interface (Enterprise GIS)
 - 10. Online System Setup and Configuration Training**
 - a. Conduct System Setup training-GoToMeeting
 - 11. Onsite Training**
 - a. Core, financial, and permit training
 - 12. Defining Business Rules**
 - a. Validate Client's system setup
 - b. Develop Final Business Workflows
 - 13. Develop Final Business Workflows**
 - a. Financial Business practices
 - b. Batch processes
 - c. Tracking complaints
 - d. Create workflows and establish procedures
 - e. Report printing process
 - 14. User Acceptance Testing, Go-Live, and System Acceptance**
 - 15. Handoff to Client/Decade Customer Support**
- B.** Decade and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives. The collaborative web-based tool, eStudio or other as agreed to by the parties, will be used as the State's repository for Project documents.
- C.** The Decade team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.

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- D. Decisions regarding format, content, style, and presentation shall be made early on in the process; by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. Decade shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- F. Decade shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- G. Decade shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

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

1.2.1 Project Infrastructure

The Project infrastructure work is to be managed by Decade regarding the acquisition and Implementation of the Project's development and production hardware infrastructure. The State considers the mobile-user tablet PCs as an extension of the infrastructure, therefore, Decade will be responsible for packaging (e.g. MSI), documenting, and assisting the application deployment on these devices.

1.2.2 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

1.2.3 Change Management and Training

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

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2. IMPLEMENTATION METHODOLOGY

The Decade team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

Decade's approach to project management and implementation shall utilize the implementation methodology called "Scrum". Scrum is an iterative and incremental Agile software development and implementation framework for managing product development and project implementation. This methodology will be applied to all project phases.

The State Team will participate in Decade's Scrum implementation methodology to increase communication and efficiency related to all tasks.

For each project Phase, Scrum will allow the State and Decade to:

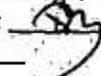
- Set project priorities at the beginning of every "Sprint", an iterative time period during which a fixed set of backlog tasks are completed
- Ensure expectations are met by monitoring progress frequently
- Participate in daily reviews
- Meet primary objectives in a timely manner

Scrum characteristics and processes are as follows:

Scrum Characteristic	Definition/Process
Project Backlog	A backlog is a list of prioritized tasks to be performed during the EnvisionConnect implementation and is maintained by the Project Manager acting (in Scrum terminology) as the Product Owner.
Sprint	An iterative time period during which a fixed set of backlog tasks are completed. Typically two to four weeks in length.
Sprint Planning Session	Session in which the backlog items for the sprint will be defined.
Sprint Backlog	The sprint backlog breaks down the high-level project backlog tasks due for completion in the next sprint.
Daily Scrum Meetings	A brief daily meeting at which time each team's progress is explained, upcoming work is described and impediments are raised. Scrum meetings will last no longer than twenty (20) minutes. All designated project team members must be present.
Sprint Retrospective	Brief meeting in which all team members reflect on the past sprint's successes, areas needing improvement, and the steps needed to improve.

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SECURITY AND INFRASTRUCTURE**

1. SECURITY

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

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

1. TESTING AND ACCEPTANCE

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

All testing shall include and be consistent with testing as set forth in the following: Contract 2014-096- Part 3, Exhibit F and Part 2, Appendix G-2; FPS-RFP 2014-096 Part 2, Appendix C-2, "Mandatory Business and Technical Requirements" and Appendix G-2 - "Testing Requirements."

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

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

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

1.1 Test Planning and Preparation

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

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

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The State will commence User Acceptance Testing within five (5) business days of receiving Certification from Decade that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Decade's development environment. Decade must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost. Appropriate test hardware configuration will be provided by Decade.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State, based on established criteria agreed to by both Decade and the State.

1.2 Unit Testing

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

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

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

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

1.3 System Integration Testing

The new System shall be tested and integrated with other application systems including the State's Bank of America Merchant Portal and the State's accounting system, New Hampshire First, in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

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

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

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated. Limited data conversions will be required as described in *Exhibit I- Work Plan, Table 4.1: Planned Conversions*.

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Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions, with assistance from Decade.
Decade Team Responsibilities	For conversions and interfaces, the Decade team will execute the applicable validation tests and compare execution results with the documented expected results.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

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

1.6 User Acceptance Testing (UAT)

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

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

The State shall be presented with all testing results, as well as written Certification that Decade has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Decade that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes and all system functions as defined in the detailed functional specification.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the

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

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance. Successful conclusion of UAT is conditioned upon the State's confirmation that the agreed upon User Acceptance Criteria have been met by the System to the satisfaction of the State.

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

1.7 Performance Tuning and Stress Testing

Decade shall develop and document hardware and Software configuration and tuning of the software and infrastructure throughout the Project.

1.7.1 Scope

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

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

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Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

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

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

1.7.2 Test types

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

a. Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

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

1.7.3 Tuning

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings,

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range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

1.7.4 Implementing Performance and Stress Test

Performance and Stress test Tools must be provided by Decade for this effort. Consideration must be given to licensing with respect to continued use for regression testing.

1.7.5 Scheduling Performance and Stress Testing

Decade shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Decade shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

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

Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a

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change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

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

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

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria. In both cases the tester will determine the capacity of the system under a known set of conditions.

1.7.6 Performance Tuning and Testing Metrics

Contractor represents, warrants, covenants and agrees that for so long as Contractor is obligated to provide Maintenance and Support Services and Hosting Services in accordance with the terms hereof and in the Agreement, the System shall meet each of the System performance requirements specified below:

System Response Time Warranty

Successful implementation of the System requires that the users experience the software application as responsive, moving from screen to screen and responding to user input without noticeable lag for routine functions, including but not limited to, retrieving records by a unique identifier, entering data, and navigating from field to field or from screen to screen.

- a. "System Response Time" shall be defined as the elapsed time to complete the specified user interaction measured from the time the user submits input through a key press, mouse click, or other user interface interaction, to the time the screen is updated and control returns to the user. These specifications apply both in online mode and offline modes provided that:
 - i. Searches target an exact match field (e.g., ID, Name, APN, etc.) and the search criteria do not include wildcard characters;
 - ii. The System Environment is not undergoing an Acceptance Test or other System test agreed to by the parties, disaster recovery, or other non-operational System condition; and
 - iii. The State Environment is properly operational and meets the minimum hardware, software, and network configuration requirements (Minimum System Requirements).
- b. Contractor will not be held responsible for System Response Time issues related to:
 - i. Any time delays to the extent attributable to State Environment network performance; State Partners' networks; and the Internet, beyond the point at which Contractor's Internet service provider connects to the infrastructure of the Internet;

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- ii. State-designed page layouts that do not follow Contractor guidelines as communicated in user Documentation and in the training provided under this Agreement.
 - iii. Periods of properly noticed "fail-over" events according to Security, Disaster Recovery, and Business Continuity Plans, for a period of no more than 72 hours.
- c. The System Response Time Warranty applies for up to 50 concurrent Users. As used herein, the term "concurrent Users" means the identified number of users logged on to the System simultaneously under normal operational conditions as defined by that type of user.
- d. In the event that the System does not satisfy the System Response Time Warranty, Contractor shall begin System diagnostics after receiving notice from State of System Performance-Warranty issues.

The following user interactions carry a System Response Time Warranty as provided in Table 2.0 below:

User Interaction Category	Examples	Reference Time	Warranty
Menu Navigation	Navigating from a workflow page to a previous page (back button), navigating among "Productivity Centers", invoking/switching menus	One (1) Second	100% of Interactions
Form Navigation	Tabbing between fields, keying data values, invoking drop-down combo boxes (pick lists), switching tabs, switching between open windows, expanding/collapsing visible regions	One (1) Second	100% of Interactions
Searching	Searching for existing records at Dispatch Centers, Search Dialogs, and other Search pages	Five (5) Seconds	90% of Interactions
		Ten (10) Seconds	10% of Interactions
Form Rendering	Displaying for review/edit one or more related records in	Eight (8) Seconds	90% of Interactions

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User Interaction Category	Examples	Reference Time	Warranty
	a custom data-entry form (e.g., Enter facility details).	Sixteen (16) Seconds	10% of Interactions
Database Operations	Save, Update, Delete	Five (5) Seconds	90% of Interactions
		Ten (10) Seconds	10% of Interactions
Reports	Decade-designed or State-designed detail or summary reports such as Invoices, Permits, etc.	No Standard	No Standard
Batch Processes Exceeding One Hundred (100) Records	Billing, agency, penalization, etc.	No Standard	No Standard
System Software Installation/Update		No Standard	No Standard
System Launch		No Standard	No Standard
System Login		No Standard	No Standard

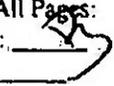
1.8 Regression Testing

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

- a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b. Decade shall notify the State no later than five (5) business days from Decade's receipt of written notice of the test failure when Decade expects the corrections to be completed and ready for retesting

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by the State. Decade will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

- c. When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Decade based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. validate that the change/update has been properly incorporated into the program; and
 - 2. validate that there has been no unintended change to the other portions of the program.
- d. Decade will be expected to:
 - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and,
 - 3. Manage the entire cyclic process.
- e. Decade will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

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

1.9 Security Review and Testing

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 access management and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's 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 onto a system or application for security purposes and the validation of users
Access Control	Security features that control how users and systems communicate and interact with other systems and resources

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Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Decade shall be responsible for Security Testing as set forth in this Exhibit F. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include third party penetration testing (pen test), code analysis, and review to the satisfaction of the State.

Decade will be required to provide 3rd party testing. Testing will be performed by a vendor selected or approved by the State. The cost for performing 3rd party penetration testing in the first year will be the responsibility of Decade. The cost for performing 3rd party penetration testing in subsequent years will be the responsibility of the State. Under no circumstances shall the state be responsible for Decade's administrative time spent brokering, preparing for, or accommodating the 3rd party penetration testing.

Any deficiencies identified as a result of testing shall be the responsibility of Decade to remedy in order to maintain PCI compliance. Decade shall be responsible for all costs associated with remedies to maintain PCI compliance throughout the life of the contract. Prior to the System being moved into production Decade shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

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1.11 System Acceptance

Upon the State's issuance of a Letter of UAT Acceptance; and, upon the Go Live Deployment of the System, the Warranty Period shall commence and extend for ninety (90) days as set forth in Contract Exhibit K: Warranty and Warranty Services. Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

Decade shall maintain and support the System and all enhancements and custom code in all material aspects as described in the applicable program Documentation for the duration of the contract after System Acceptance by State and successful completion of the Warranty Period of ninety (90) days.

1.1 Decade's Responsibility

Decade shall maintain the System and all enhancements and custom code in accordance with the Contract. Decade will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

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

2. SYSTEM SUPPORT

2.1 Decade's Responsibility

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

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

a. **Class A Deficiencies** - Decade shall have available to the State on-call toll-free telephone or email assistance, with issue tracking available to the State, from 9:00 AM to 9:00 PM, Monday through Friday, EST, with an email / telephone response within two (2) hours of request; or support with remote diagnostic services, within four (4) business hours of a request;

b. **Class B Deficiencies** - The State shall notify Decade of such Deficiencies during regular business hours and Decade shall respond back within four (4) hours of notification of planned corrective action. The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; and,

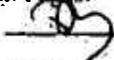
b. **Class C Deficiencies** - The State shall notify Decade of such Deficiencies during regular business hours and Decade shall respond back within four (4) hours of notification of planned corrective action. The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.

3. SUPPORT OBLIGATIONS AND TERM

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

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- 3.2 Decade shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, Decade shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and-
- 3.4 Decade must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If Decade fails to correct a Deficiency within the allotted period of time stated above, Decade shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, and receive a full refund, including license fees, within ninety (90) days of notification to Decade of the State's refund request.

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Table C-2 General System Requirements Checklist

BUSINESS REQUIREMENTS		
REQ #	REQUIREMENT/DELIVERABLE	VENDOR COMMENTS
SYSTEM/FUNCTIONAL		
SF-1	The System must be a Current Off the Shelf (COTS) System. Vendor to install HW and SW within the Vendor's data center, configure to State's specifications, and enter into a maintenance agreement with the Vendor (the State would own the license to the software and could move in-house at a later date)	
SF-2	The System must be a web based application which supports external views.	EnvisionConnect is a web-based application which utilizes a thin client for staff and a browser-based interface for public users.
SF-3	The State prefers a perpetual license model, however, the State is open to considering any model that fits the description of a "capital purchase."	
SF-4	Single non-proprietary relational database	
SF-5	The System must provide a way for users to perform and store ad hoc reporting.	
SF-6	The System must be able to provide (and track) new, edited, rejected expired, provisional, change of ownership and revoked or suspended Licenses for all FPS Programs.	
SF-7	The System must allow for inspection scheduling and tracking with the ability to review and update data from remote locations via the Internet (either batch and/or real-time).	
SF-8	The System must be able to capture (and track) complaints, investigations, and conclusions and associate them with applicable FPS programs.	
SF-9	The System must have tracking capability for paid/unpaid fines and fees.	
SF-10	The System must be able to produce a CSV file for import into the State's financial System named NH FIRST	
SF-11	The System must be able to import accounts receivable file from NH FIRST for import into the System	Not required.

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SF-12	The System must have the ability to save standard and ad hoc reports as Excel, Word or PDF documents	
SF-13	The System must have the ability to produce letter templates along with the capability to customize letters.	
SF-14	The System must be able to produce a customized NH specific report containing inspection results for the Public Portal. The actual copies of inspection documents will be available on the Private Portal	
SF-15	The System must be able to produce program inspection report results for printing at the mobile office (e.g., Tablet) and back office.	
SF-16	The System must allow for on-line application and Renewal of all Licenses issued by the FPS.	
SF-17	The System must be a web based application which supports internal views (e.g., detailed analysis).	EnvisionConnect is a web-based application which utilizes a thin client for staff and a browser-based interface for public users.
SF-18	The System must allow for State Staff, Secure Portal Users and Public Portal users (i.e., state employees, business partners, public) to have separate views of the application. This includes specific screens, functionality applicable to both views. Privileges by role and responsibility must be supported.	
SF-19	The GUI must support views by areas supported. This would provide tabular format within the application for each program area. (Examples: food, beverage/bottled water, shellfish, dairy.) Once State Office Staff clicks on the program tab, the System will display applicable screens and functionality essential to that program. [Full categories will be outlined in the detailed requirements, a few examples follow: Unique screens, drop down values, default values, unique CAR (Control, Action, Response), rules, attachments, processing.]	A new product feature, slated for release in early 2015, will provide the capacity for users and administrators to create and name views and filters consistent with requirement SF-19. The new feature will be available to the state at no additional cost.
SF-20	The System shall provide a way for administrators to add new users, delete existing users, modify and change access roles.	
SF-21	The System must allow System administrators the ability to change business process due to state or Federal rule changes by adding or changing data fields as necessary.	
SF-22	The System must allow URL links to be added to program screens of the System for State Staff, Secure Portal Users and Public Portal Users (examples include federal rules, state statutes, regulations, violations and guidelines.)	

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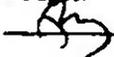
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SF-23	The System must provide the ability for administrators to collect and store continuing education data for state staff.	
SF-24	All custom reports in addition to standard reports will be available and fully functional at go live.	
SF-25	The System must be able to accommodate a "work queue" for all state staff who use the application. This would include work assigned, notes, complaints, violations, etc. and include an indicator of status of all items.	
SF-26	The System must be able to assign work flows to tasks that enforces path and escalation.	<p>The requirement is partially met through workflows and escalation managed through assignments and project status. These, in concert with processes to identify exceptions and advance work forward, provide the means to assign work and follow process/escalation.</p> <p>Assigned work appears as a filtered view in Dispatch Centers and Inspector' To Do lists.</p>
SF-27	The System shall provide editable work flows.	<p>Workflows and escalation are managed through work assignments and project status.</p> <p>These, in concert with processes to identify exception and advance work forward, provide the means to assign work and follow process/escalation.</p> <p>Assigned work appears as filtered view in Dispatch Center and Inspectors' To Do lists.</p> <p>The workflows, therefore are defined by the available status values, exception reports and Dispatch Center/To Do filters and views.</p>
SF-28	The System must allow for the creation and modification of new/existing forms from the front end of the application as well as revision history.	

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SF-29	The System must allow the addition of pop up clarification information to the GUI screens for staff screens. This would encompass all screens, modules and areas included in the System. Examples of pop ups include rules, regulations, tips, etc.	This requirement is addressed in several ways: 1) agency-defined "Tool Tips" provide for pop-up regulatory text (e.g., description, code references etc.) by hovering the mouse pointer over a corresponding compliance item; 2) a violation which is cited in the previous inspection is made apparent with a red flag icon and a pop-up tool tip describing the prior violation; 3) throughout, pressing F1 opens context sensitive help; and 4) throughout, pausing one's cursor over a button or field causes a pop-up tool type with more information.
SF-30	The System must have the ability to run queries and create custom reports through the front end of the application. Information would be pulled into editable applications such as Microsoft Word, Excel, PDF and Crystal Reports.	
SF-31	The System must have a method for archiving records at FPS discretion.	
SF-32	The System must have the ability to make front end edits to fields, screen information such as legislative changes, rules etc. without having to go to the Vendor. Ability to modify other forms without Vendor support such as inspection forms.	
SF-33	The System must support the ability to export and import data from internal and external Systems (e.g., NH First, DES Water Supply & Subsurface, Liquor Enforcement). This will involve other state agencies.	Custom changes will be made to meet this requirement for a fee not to exceed \$20,000.00.
SF-34	The System must provide a method for adding/changing new sets of rules/laws. There may be rules changes as frequently as every two years. When a new rule is added, the old rules set becomes inactive. These additions/changes must be performed at the front end without Vendor support.	
SF-35	There must be the ability to import data prior to go live so that inspectors and staff will be ready to go live and function without interruptions. (Importing some demographic data from old records is desired.) Paper data files prior and post go live will need to be entered manually into the System as deemed necessary.	

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SF-36	The System must be able to support import and linking of various images and files and be able to send these to Establishments (examples include inspection reports, licenses, letters, rules and applications, etc.)	
SF-37	The System must be able to enable users to create, print, export and save ad hoc reports with advanced search options. This should be done from the front end without Vendor or IT involvement. All GUI fields will be available for advanced search reporting to include importing/exporting data with other State of NH Systems. The System must have standard reports in addition to Ad-hoc reporting for each of the program areas (Food, Dairy, Shellfish, Beverage/Bottled water) which are pre-built into the System and accessible from the front-end and able to run on demand with advanced search functionality. All of these reports must be fully functional at go live.	
SF-38	The System must have the ability to organize Secure Portal User's email address (email Group) by program area (Food, Shellfish, Beverage, Dairy, recalls).	
SF-39	Email groups will have program staff assigned to be alerted when email addresses are not valid. A junk email box or some other method will need to be created for this function. Security access to the junk email inbox will need to be granted on a program area by program area level with full view, edit, delete capabilities.	
SF-40	The System (Home Office and Mobile Office Users) must be able to insert, view and print violation photographs taken while performing inspections using a digital camera or Smart phone.	
SF-41	The System must have the ability to upload video and pictures taken with Smart phones for the Public Portal Complaint feature.	
SF-42	The System must be able to generate a letter acknowledging receipt of applications for a new or change of ownership license.	
SF-43	The System must allow for secure portal users to have access to all necessary information for eBusiness	
SF-44	The System must allow for the Public Portal Users to have access for all public functions (restaurant inspection postings, complaints approved for release by FPS and complaint data entry).	
SF-45	The System must allow PDF and other forms and documents to be accessed via secure portal and/or public portal.	

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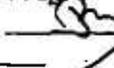
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SF-46	The System must allow Secure Portal Users to have a unique ID and Password, which can be reset by System prompts (no state assistance). The system must allow State Staff users to have a unique ID and password that can be maintained by the FPS System Administrator.	
SF-47	The System shall provide the Secure Portal users to have a unique login consisting of a username and password to access the public website.	
SF-48	The System must provide an email function so that Secure Portal and Public Portal Users can email questions and attach documents if necessary. Document types are all Microsoft products in addition to PDF, HTML, files.	
SF-49	The System must link their Secure Portal user name to their User Profile	
SF-50	Initial Load of existing User Profiles will be done by state office staff	
SF-51	Some data elements within User Profiles can be maintained via Secure Portal (US Postal address, email address, phone number)	
SF-52	The System must provide a full preview of data entry screens before beginning (will keep from starting a task before all info needed has been gathered) Role Based as needed	In public-facing portal forms, the entirety of the required data (the entry screens) are made visible such that the user does not start a process which cannot be finished (e.g., for lack of additional information).
SF-53	The System should be set up in a modular format for each Food Protection Section program (Food, Dairy, Beverage/Bottled Water, Shellfish). Once State Office Staff clicks on the modular tab, the System will display applicable screens and functionality to that area. A few examples include: unique screens, drop down values, default values, rules, attachments, processing.	Vendor will provide features similar to this at no cost
SF-54	A partial data conversion will be required. This data will be limited so as not to convert erroneous data. Data format for current System export/new System import to be determined	
SF-55	The System must allow for State Office staff users to have multiple windows open (bounce between various screens such as licensing, inspections, complaints)	
SF-56	The System must provide a detailed audit trail (adds, edits, deletes by logged on user)	
SF-57	The System must allow links (URLs) to be available from various screens of the System for Home Office, Mobile Office, Portal Users (examples include Federal rules, department statutes, regulations, violations and guidelines.	

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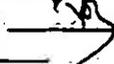
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SF-58	Electronic interface to accounting Systems for online billing, accepting payments and providing detailed analysis and reporting.	
SF-59	The System should provide data entry screens for adding lab results to allow for tracking results of laboratory testing on products, water, etc. as required by each of the programs.	
SF-60	The System should allow for data entry (role based) for continuing education as required by each of the programs.	
SF-61	The System should offer a built-in Help Function	
SF-62	The System must provide the Secure and Public Portal Users to save progress and return later to complete	In the Public Portal, there will exist a small number of required fields. The agency too can specify required fields. Best practices dictate that those required fields have default values and/or be position at/near the top of the form and clearly marked. Required field values (the absence of which would render the record irrelevant) must be provided before work-in-progress may be saved.
SF-63	The System must provide the Secure and Public Portal Users the ability to return to previously entered data with the ability to change data prior to submitting.	
SF-64	The System must provide a mobile office module that can be operated on or off line and synch when connected.	
FUNCTIONAL REQUIREMENTS		
FC-1	The System must allow PDF and other Microsoft office applications documents to be accessed, edited and saved for both State Staff and Secure Portal Users.	
FC-2	Licensing history, inspection history, complaint history, corrective action history and variance history should be viewable to state staff.	

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FC-3	The System must provide a Unique Visual Trigger when a license is past due for Renewal.	<p>Built-in to Envision Connect, EnvisionConnect Remote is the ability to 1) prevent permit/license generation for past-due account; 2) prevent permit/license generation for lack of an inspection; 3) prevent permit/license generation for open critical violations; 4) alert inspector to past due inspections; etc.</p> <p>Agency-driven alerts may be integrated through a Facility Summary Report - generated at the facility form with embedded logic to notify the operator of any areas of concern.</p> <p>If the requirement calls, literally, for a Windows dialog (e.g., pop-up dialog that must be cleared by the operator, The vendor can modify the system to create a Unique Visual Trigger as Custom Development for a fee not to exceed \$5,000</p>
FC-4	The System must provide a method for storing electronic copies of support documents and relating them to a License record. See Attachment 3 for examples (submitted as paper copies or via email as "Microsoft Office" Document (Word, Excel, etc.)	
FC-5	The System must allow for an electronic interface to the accounting System for online billing, accepting on line payments and providing detailed analysis and reporting.	
FC-6	The System must have the ability to run queries and create custom reports through the front end of the application. Information would be pulled into editable applications such as Microsoft word, excel, and crystal. (Save as feature)	
FC-7	The System shall provide alerts that prompt users of status of work flows so that action can be taken. (specific process such as Renewal process end to end needs various staff to perform functions in a timely fashion)	<p>Features similar to this requirement are on the product's technology roadmap, but are not currently scheduled for implementation.</p> <p>This requirement will be partially met via "To Do Lists"</p>
FC-8	The System shall provide manual override of work flows alerts when necessary.	<p>Features similar to this requirement are on the product's technology roadmap, but are not currently scheduled for implementation.</p> <p>This requirement will be partially met via "To Do Lists"</p>

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FC-9	The System must provide the ability for State Office Staff to manually enter data and change data (received via USPS mail or hand delivered to office) that would otherwise be entered via the portal. This includes payment information.	
FC-10	The System must auto assign Establishment numbers based on License type and from a current list of available numbers. (This eliminates "holes" in the consecutive numbering)	"Holes" in numbers is not detrimental.
FC-11	The System must have the ability to track the status of a work flow.	Features similar to this requirement are on the product's technology roadmap, but are not currently scheduled for implementation. Given that workflow status is maintained on the primary record (e.g., Designated employee, status, Program/Element) and that the agency can add an additional set of user-defined fields (e.g. a checklist for a plan check) the system meets this requirement by virtue of the Dispatch Center Views (e.g., My Complaints) and by Report Dashboards which communicate the status based on the data values in the database.
FC-12	The System must have the ability for State Staff to view the status of select work flow via portal for Secure Portal Users.	Features similar to this requirement are on the product's technology roadmap, but are not currently scheduled for implementation. New features which will meet this requirement are in the design phase. When implemented and deployed, they will be available to the State at no additional charge.
FC-13	The System must have the ability to track the types of products being produced at an Establishment.	
FC-14	The System must have the ability to track product testing as required.	
FC-15	The System must have the ability to produce return letters using drop down boxes, check boxes and free text space.	
FC-16	The System must have the ability to track enforcement issues.	

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FC-17	The System must provide a Unique Visual Trigger when an Establishment has an unresolved enforcement issue.	<p>Agency-driven alerts may be integrated through a Facility Summary Report - generated at the facility form with embedded logic to notify the operator of any areas of concern.</p> <p>If the requirement calls, literally, for a Windows dialog (e.g., pop-up dialog that must be cleared by the operator), The vendor can modify the system to create a Unique Visual Trigger as Custom Development for a fee not to exceed \$5,000.</p>
FC-18	The System must provide a Unique Visual Trigger when an Establishment has outstanding requirements for licensing.	<p>Agency-driven alerts may be integrated through a Facility Summary Report - generated at the facility form with embedded logic to notify the operator of any areas of concern.</p> <p>If the requirement calls, literally, for a Windows dialog (e.g., pop-up dialog that must be cleared by the operator), The vendor can modify the system to create a Unique Visual Trigger as Custom Development for a fee not to exceed \$5,000.</p>
FC-19	The System must provide a Unique Visual Trigger when an Establishment has a corrective action.	<p>Agency-driven alerts may be integrated through a Facility Summary Report - generated at the facility form with embedded logic to notify the operator of any areas of concern.</p> <p>If the requirement calls, literally, for a Windows dialog (e.g., pop-up dialog that must be cleared by the operator), The vendor can modify the system to create a Unique Visual Trigger as Custom Development for a fee not to exceed \$5,000.</p>
FC-20	The System must provide a Unique Visual Trigger when an Establishment has a Variance.	<p>Agency-driven alerts may be integrated through a Facility Summary Report - generated at the facility form with embedded logic to notify the operator of any areas of concern.</p> <p>If the requirement calls, literally, for a Windows dialog (e.g., pop-up dialog that must be cleared by the operator), The vendor can modify the system to create a Unique Visual Trigger as Custom Development for a fee not to exceed \$5,000.</p>

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FC-21	The System must have the ability to produce letters/documents using the NH specific letter head or form.	
FC-22	The System must have must be able to generate various documents and merge data from the System into these documents. (High priority requirement).	
FC-23	The System must have the ability to distribute documents in the following methods (a) print a paper copy (b) email and electronic copy as attachment.	
FC-24	The System must notify FPS when an email address has bounced back (undeliverable)	
FC-25	User desires a notification when email is bounced back as to the content that was being sent via email so that actions can be taken to deliver the content by other means	
FC-26	System needs to prompt the User to send paper documents to be mailed when email address is found to be invalid.	<p>E-mail generated by the system will utilize the agency's mail (SMTP) servers.</p> <p>Any bounced e-mail is then delivered by the agency's mail server according to the Sender's e-mail address.</p> <p>In the cases of bounced/undeliverable e-mail, the bounced message is delivered by the agency's mail servers to a single monitored inbox (e.g., donotreply@nh.stat.gov), staff may be assigned to monitor the returned e-mail and set a status in the system to flag for follow-up, which could include correcting the e-mail address or printing/mailling the report.</p>
FC-27	The System must provide the status of the application process for Office and Mobile Office Users.	Given that workflow status is maintained on the primary record (e.g., Designated employee, status, Program/Element) and that the agency can add an additional set of user-defined fields (e.g. a checklist for a plan check), the system meets this requirement by virtue of the Dispatch Center Views (e.g., My Complaints) and by Report/Dashboards which communicate the status based on the data values in the database.
FC-28	The System must support the ability to generate a series of reminder notices for Licensees.	
FC-29	The System must provide the entry of financial transactions pertaining to specific License record.(depending on the NH FIRST solution ability to do the same thing)	

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FC-30	The System must provide the ability to generate within a set number of days of license expiration date a Renewal notice: -The System must have the ability to print the Renewal notices or -attach as a PDF. and email. -allow a user to generate these Renewal notices for multiple (all) license types that expire within the designated time period simultaneously.	
FC-31	The System must have the ability to issue Licenses that are generated by each program in the FPS. Subsequent to receipt and approval of application paperwork, print Licenses and any other associated paperwork.	
FC-32	Once the initial application is submitted via the Secure Portal, the System must not allow the external user to edit the application. However, State Office Staff must be able to edit if all requirements were not met.	
FC-33	The System must be able to track the status of an application for both state staff and Secure Portal Users to view.	
FC-34	The System will allow an application to be manually data entered into the System by State Office Staff.	
FC-35	The System must have the ability to generate duplicate copies of Licenses at any given time.	
FC-36	The System must support the ability to generate a series of reminder notices for Licensees that have not submitted Renewal applications. The System must support the 1st reminder notice being generated a set number of days per month from the License application date. The System must support the 2nd reminder notice being generated after a set number of days from the expiration date.	
FC-37	Once the License application is approved, the System must be able to generate a License with all applicable information pulled from the database. The License will have a watermark. The System will also convert the License to a PDF and upload to the Secure Portal. Also, specific information must appear on the back of the License. See Attachment I, p. 25	
FC-38	The System must have the capability to include supplemental documents to the same PDF as the License. Examples of these documents are Variances and Compliance Agreements and/or Corrective Action Plans. One example shown in Attachment I, p. 39	
FC-39	The System must allow an electronic copy (or image) of a Variance request form be linked to a License record.	

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FC-40	The System must also allow State office staff to data enter the information related to a Variance in the instance the Variance request is received in paper form via mail or hand carried to office.	
FC-41	The System must also allow for multiple Variances for an Establishment.	
FC-42	If a Variance is approved a copy of the signed Variance form shall be printed along with the License.	
FC-43	If the requested Variance is denied, a letter should be sent back to the Licensee along with a return letter.	
FC-44	Since a Variance must be renewed annually, the System must automatically generate Variance Renewal form(s) along with the Renewal application.	
FC-45	The System must have the ability to track continuing education requirements for Licensees.	
FC-46	The System must have the ability to run Renewals in batches based on dates or types of License.	
FC-47	The System must have the ability to calculate expiration dates depending on the type of License.	
FC-48	The System must have the capability to produce Renewal applications based on the type of License.	
FC-49	The System must provide the ability to generate a Denial Letter via merging specific data fields, drop down boxes, and free text space. See Attachment 2 p. 47.	
FC-50	The System must have the ability to track Corrective Action Plans via work flow.	<p>This requirement may be met by EnvisionConnect's Comply By and Complied on Dates carried at each violation record.</p> <p>The corrective action plan, therefore, becomes the set of open violations which carry a Comply By Date yet have no Complied On date. The workflow to manage/track these items is threefold: First, any inspector on site is alerted to through the Prior Violation Tab. Second, a separate inspector "To Do List" shows past due, open, prior violations. Last there exists in EnvisionConnect a workflow called Close Prior Violations, useful when the matter is resolved through an office visit or other documentation (e.g., receipt from a pest control company).</p>

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FC-51	The System must allow for the creation of custom graphs and charts for data comparison and analysis, and a list of custom graphs and charts will be developed during the project analysis phase.	
FC-52	The System must allow the FPS to blast email Licensees about food recalls or other emergencies that may impact the food supply and post same information on the Public Portal.	
FC-53	The System must allow State Office Staff to add a "non-licensed" Establishment (for example, an Establishment located in a self-inspecting community)	
FC-54	The System must have a separate module within the application for complaints.	
FC-55	The System must allow for consumer complaint logging by State Office Staff including details needed for analysis and reporting.	
FC-56	The Public Portal must provide the ability for general public to file an illness or sanitation complaint.	
FC-57	The Public Portal complaint process shall include the required information the public must enter for the complaint to be followed up by state staff.	
FC-58	The System must be able to allow a staff member to manually enter pre-defined criteria regarding a complaint.	
FC-59	When a complaint is filed about an establishment that is not licensed by the FPS, a separate list of these establishments must be able to be maintained and there needs to be a means to link the complaint to the establishment.	
FC-60	Once complaint data is entered and saved, the System will convert the complaint to a PDF and appear as a Workflow item in the inspectors work queue as a new item.	Complaint data, as an example, added in the office and assigned to an inspector is visible to the inspector in EnvisionConnect Remote at the next sync event. Please keep in mind that "syncing" does not have to happen in the office or at a docking station. A wirelessly equipped inspector may sync on-demand, following every inspection, etc. An assigned complaint appears to the inspector in this/her To Do list, the details of which (e.g., the complaint narrative, date, complainant, address, etc.) are all available for inspection.

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FC-61	The System will allow for a unique inspection report form to be completed by the inspector onsite as a result of the complaint. The form will have a searchable narrative that addresses the complaint. The form will have the initial complaint visible on the unique inspection report form at the time of the inspection. The inspection report form will contain adequate text space for inspector to record findings. This will include violation codes to be reported to the record as a violation.	
FC-62	A printable version must be available while onsite and be able to be given to the Establishment. The ability to have signature of the Establishment owner or responsible parties is needed on the device.	
FC-63	The System will allow the status of the complaint to be visible to staff in order to see progression of follow up. Once the complaint is closed, the final documents will be converted to a PDF and able to be printed and emailed.	
FC-64	Once a complaint is closed, results of the complaint inspection will be viewable by Public Portal users when approved by the Food Safety and Defense Specialist.	
FC-65	The System must provide the ability to track enforcement actions.	
FC-66	The System must have the ability to generate enforcement letters containing either administrative or hearing outcome. The template must include drop down boxes, check boxes and free text space.	
FC-67	The System must provide a history of fines assessed per Licensee.	
FC-68	The System must be able to track fine payments before or after enforcement is started (i.e. when a Licensee submits their late fine along with their Renewal application.)	
FC-69	The System must support the ability to generate a series of reminder notices for Licensees that have not submitted required items/documentation or fine payments pertaining to an enforcement notice. The System must support the 1st reminder notice being generated a set number of days after the enforcement is entered into the System. The System must support the 2nd reminder notice being generated after a set number of days from the date of enforcement entry.	
FC-70	The System must provide the entry of financial transactions pertaining to specific enforcement action. The State realizes that a decision needs to be made regarding tracking payments through this software vs. the state's financial accounting system (NHFIRST)	

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FC-71	The System must be able to calculate fines due.	
FC-72	The System must allow URL links to be added to program screens of the System for State Staff. (examples include federal rules, state statutes, regulations, violations and guidelines.)	
FC-73	The System must be able to accommodate what we are referring to as a "work queue" for all state staff who use the application. This would include work assigned, notes, complaints, violations, etc. and include an indicator of new items entered.	
FC-74	Inspectors need to have the ability to perform field inspection tasks using portable devices. Portable devices will need to be approved by DoIT.	
FC-75	All data including inspection history should be available via portable devices when connected and not connected to the internet.	
FC-76	Inspectors will need the capability to "synch" with the System at the end of the day and/or during the day. Using their portable device, inspectors will download all work done for the day for every Establishment, note, comment, etc. within the application. Every action will be saved to the database during the "synching process". This process of synch cannot be extensive in time. Further discussions as to what is realistic are necessary in addition the "synching" process should not inhibit the inspector from viewing and responding to emails when connected.	
FC-77	The System must have the ability to see global map of Establishments within a region, location of inspection or date of previous inspection. This is extremely helpful with drop-in inspections. Additionally this functionality can be used by state staff for emergency response.	
FC-78	The System must have the ability to export a comma separated values file (Excel format) for import into the GIS system used by DPHS. The System must have the ability to accept the output of the GIS system used by DPHS and make it available for state office staff and field staff. The DPHS System is "connected" to The Department of Safety Enterprise GIS System that contains data such as bridge and road closings.	

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FC-79	The System must be able to provide State Staff with notification that a workflow assignment needs to be completed. The System should automatically generate workflow assignments based on certain events that occur in the System. (One example would be once a license application is approved, the inspector needs to conduct the licensing inspection.)	Given that workflow status is maintained on the primary record (e.g., Designated employee, status, Program/Element) and that the agency can add an additional set of user-defined fields (e.g. a checklist for a plan check) the system meets this requirement by virtue of the Dispatch Center Views (e.g., My Complaints) and by Report/Dashboards which communicate the status based on the data values in the data base. Mobile users are made aware by virtue of the EnvisionConnect Remote To Do Lists. If needed, assignments may be made/ revised using Active Reports a system that give the implementing agency the flexibility to author its own rules for assignment/reassignment (e.g., if not completed within 24 hours, assign to back-up inspector).
FC-80	The System must provide the ability to track the status of a corrective action plan (CAP). Once a CAP is approved, the System must provide the ability to make the CAP available to the Establishment via the web portal.	
FC-81	The System must provide work lists for inspections for field staff (e.g. Establishment lists, provisional License lists, expired License lists); printable or viewable on screen	
FC-82	The System must be able to provide the ability to guide inspectors through a series of prompted topics that will allow the inspector to note observations related to deficient practices.	
FC-83	Access to history of past inspections, citations, violations (violations on last inspection should be flagged by System during a current inspection)	
FC-84	The System must be able to insert, view and print violation photographs taken while performing inspections. These photos must be inserted into the narrative document.	
FC-85	The System must provide notification to staff of an edited work queue. (Example Re-assignments by Supervisor)	
FC-86	The System must provide work queues based on requirements set forth by office policy. (Some processes will be higher priority than others.)	
FC-87	The System must allow for Inspection reports to be printed on site.	

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FC-88	The System shall provide drop down boxes, check and free text space where applicable as it pertains to completing an inspection report.	
FC-89	The System must provide a unique visual trigger for previous violations.	(
FC-90	The System shall provide query capability for field staff on portable devices.	
FC-91	The System shall secure file for electronic signature for inspectors/administrator.	
FC-92	The system must have the ability to obtain digital signature from Licensee on site.	
FC-93	The System must have the capability to either print a paper copy of the inspection results on site or to email results to Licensee at their request.	
ADMINISTRATION		
A-1	The System must allow System Administrators the ability to change forms when the underlying data exists, and report layout due to state or Federal rule changes by adding or changing data fields as necessary.	
A-2	The System must allow the Administrator/Supervisor to review Variance requests and make a recommendation to the Administrator.	
A-3	The System shall allow the Administrator's recommendation to alert the licensing specialist of the Variance approval.	
A-4	After Licensing Specialist receives alert, the approval and associated documents are viewable to State Office Staff and Mobile Office Users.	
A-5	The System must allow administrator/supervisor to approve or deny, sign and date Variance form electronically.	
A-6	If a Variance is approved, the signed approved copy of the form should be attached to the Licensee's record and a copy to be sent with the License.	
A-7	If a Variance is denied, a letter stating the reasons for the denial should be generated and attached to the Licensee record. The letter is to be returned to licensee with the application.	
A-8	Administrator/Supervisor must have the ability to view and edit work queues.	
A-9	Administrator/Supervisor must have the ability to alert the individual who has had a change to their work list.	

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A-10	Administrator/Supervisor must have the ability to view in the form of a report, monthly statistics as well as year-to-date cumulative statistics based various selections of data fields.	
A-11	Administrator/Supervisor must have the ability to track trend analysis in the form of a report by various data fields.	
A-12	Administrator/Licensing Specialist must be able to access financial data in the form of a report sorted by various data fields.	
A-13	Administrator/Supervisor must be able to access status/actions required of pending enforcement issues in the form of a report.	
A-14	Administrator/Supervisor must be able to access status/actions required of pending complaints in the form of a report.	
A-15	Administrator/Supervisor must be able to access status/actions required of pending corrective action plans in the form of a report.	
A-16	Administrator/Supervisor must be able to access status/actions required of pending outbreaks in the form of a report.	
A-17	Administrator/Supervisor must be able to access status/actions required of pending recalls in the form of a report.	
A-18	Administrator/Supervisor must be able to access status/actions required of disaster investigations in the form of a report.	
A-19	The System must have the ability to track the continuing education requirements for staff in the form of a report.	
A-20	Administrator/Supervisor must be able to access training received in the form of a report.	
A-21	Administrator/Supervisor must be able to access training provided in the form of a report.	Repeat of A-20.
A-22	Administrator/Supervisor must be able to access leave taken as it pertains to productivity percentages in the form of a report.	
A-23	Administrator/Supervisor must be able to access water sampling results as needed in the form of a report.	
A-24	Administrator/Supervisor must be able to access product sampling results as required in the form of a report.	

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A-25	Administrator/Supervisor must be able to access results of equipment inspections in the form of a report.	
A-26	Administration/Supervisor must be able to access color assignment data in the form of a report.	
A-27	The System shall provide a way for Administrators to add new users and change access roles.	
A-28	Administrator/Supervisor must be able to access data regarding priority item violations corrected on site in report form.	
A-29	The System must have the ability to track the continuing education requirements for staff.	
A-30	The System must allow the administrators to approve information to be posted to the Public Portal.	
DATA COLLECTION REQUIREMENTS		
D-1	The System must provide a hierarchy in which the Establishment number is linked to the physical location of the Establishment.	
D-2	The System must provide a hierarchy in which numerous Establishments may share a physical location.(e.g. strip malls with no unit numbers, commercial Establishment renting space to numerous licensees.)	
D-3	The System must provide the capability to collect, store and query the following data for reporting: Food Program- Establishment ownership name, type of ownership, Establishment name, contact name, current color status, Establishment address, mailing address, telephone number, emergency contact, email address, type of License, class, category, License number, district, risk, date received, date issued, date of inspection, date other inspection (inspection dates are determined by the "inspection type"), seating, water, septic, check number, amount due, amount received, explanation of payment, visual flag for expired License, fee owed, water or septic requirements not met, closed. For certain types of Licenses the System will need to collect product lists and product testing.	

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D-4	The System must provide the capability to collect, store and query the following data for reporting: Shellfish Program- Establishment ownership name, Establishment name, business name, contact name, Establishment address, mailing address, telephone number, emergency contact, email address, type of license class, category, license number, district, date received, date issued, date scored inspection, date other inspection (inspection dates are determined by the "inspection type"), water, septic, product lists, product test results, continuing education, check number, amount due, amount received, explanation of payment, visual flag for expired license, fee owed, water or septic requirements not met, closed.	
D-5	The System must provide the capability to collect and store and query the following data for reporting: Beverage and Bottled Water Program- Establishment ownership name, Establishment name, business name, contact name, Establishment address, mailing address, telephone number, emergency contact, email address, type of license, class, category, license number, district, date received, date issued, date of inspection, date other inspection (inspection dates are determined by the "inspection type"), water, septic, product lists, product test results, check number, amount due, amount received, explanation of payment, visual flag for expired license, fee owed, water or septic requirements not met, closed.	
D-6	The System must provide the capability to collect and store and query the following data for reporting: Dairy Program- Establishment ownership name, Establishment name, business name, contact name, Establishment address, mailing address, telephone number, emergency contact, email address, type of license, class, category, license number, district, date received, date issued, date scored inspection, date other inspection (inspection dates are determined by the "inspection type"), water septic, product lists, product test results, check number, amount due, amount received, explanation of payment, visual flag for expired license, fee owed, water or septic requirements not met, closed.	
D-7	The System must collect, store and query the following data for reporting: Enforcement issues-information collected to include but not limited to: owner, Establishment name, location, mailing address, telephone number, contact person, violation, Date enforcement letter mailed, Certified receipt number, date enforcement letter signed for, date FPS received the certified receipt, 10 day response deadline, 30 day response deadline, fine amount, fine payment, date fine payment made, notice of hearing, outcome of hearing. A notes section should also be included.	

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D-8	The System must collect, store and query the following data for reporting: Inspector records and training: date of hire, proof of attendance and the successful completion of required training, documentation of 25 standardization inspections conducted jointly with supervisor and independently, certificates or other documentation of successful completion of field training, certificate or other records showing proof of satisfactory standardization, contact hour certificates or other records for continuing education.	
D-9	The System must collect, store and query the following data for reporting: Weekly inspection records.	
D-10	The System must be able to collect and store information regarding recalls.	
D-11	The System must be able to collect and store information regarding outbreaks.	
D-12	The System must be able to collect and store information regarding illness/complaints.	
D-13	The System must be able to collect and store information regarding sanitation complaints.	
D-14	The System must be able to collect and store information regarding enforcement actions.	
REPORTING		
R-1	The following reports are considered Standard Reports and will be delivered with the System or shortly thereafter. There are 11 Reports.	
R-2	Inspection Results posted to the web via a report format similar to example in Attachment I p. 44.	
R-3	Work Queues	
R-4	Inspection Monthly Statistics and YTD Cumulative Stats	
R-5	Financial-amount of dollars received per program per type of license or enforcement issue.	
R-6	Financial-amount of dollars outstanding per program per type of license or enforcement issue.	
R-7	Enforcement-pending/outstanding enforcement actions	
R-8	Outstanding complaint investigations	

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R-9	The System must provide a district inspection report to be run at FPS discretion. Report must include a heading to include State Letterhead, District number, Report Date. The body of report to include Town/City, Establishment Name, Corporation/Owner, Address, Telephone#, Class, Category, Risk, Current Color Status, Water, Septic, Last Scored Inspection Date, Other Inspection Date (NOTE these fields are driven by the type of inspection, Expiration Date	
R-10	Violation Statistics and Trending	
R-11	The System must have the ability to create custom graphs or charts for data comparison and analysis.	
R-12	They system must have the ability to run Renewal Reports	
AD HOC REPORTING		
AH-1	The System must provide Administrator/Supervisor to create new forms and reports with limited training.	
AH-2	The System must provide the ability to run ad hoc reports for all 4 programs: Food, Dairy, Beverage and Bottle Water, and Shellfish covering a range of user needs without Vendor assistance.	
AH-3	The System must provide the ability for user to query all data required for special or public information requests without Vendor assistance	
AH-4	The System must allow ad hoc reporting in the financial module covering a range of user needs without Vendor assistance.	
FM-1	Food Service application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS (Sample shown in Attachment 1 p. 1&2)	
FM-2	Commercial Processor application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 1 p. 3&4)	
FM-3	Mobile Unit application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 1, p. 5&6)	
FM-4	Homestead License application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 1 p. 7&8)	

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FM-5	Beverage License application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check-boxed and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment I p. 9&10)	
FM-6	Beverage Registration application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment I p. 11 & 12)	
FM-7	Dairy-Producer application - Requires: Single sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS (Sample shown in Attachment I p. 13)	
FM-8	Milk Sanitation License application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS (Sample shown in Attachment I, p. 14&15)	
FM-9	Shellfish Certificate application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment I, p. 16&17)	
FM-10	Floor Plan Review Application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment I, p. 18-21)	
FM-11	Out of State Producer Application - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxed and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment I, p. 22&23)	
FM-12	Food Service License - Requires: Double sided form, State Seal Watermark and letterhead, auto filled by data entered. Fields to be printed to be determined by FPS. (Sample shown in Attachment I p. 24 &25)	
FM-13	Commercial Processor License - Requires: Double sided form, State Seal Watermark and letterhead, check boxes, auto filled by data entered. Fields to be printed to be determined by FPS.(Sample shown in Attachment I, p. 26&27)	

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FM-14	Mobile Unit License - Requires: Double sided form, State Seal Watermark and letterhead, auto filled by data entered. Fields to be printed to be determined by FPS.(Sample shown in Attachment 1 p. 28&29)	
FM-15	Homestead License - Requires: Double sided form, State Seal Watermark and letterhead, check boxes, auto filled by data entered. Fields to be printed to be determined by FPS. (Sample shown in Attachment 1 p. 30&31)	
FM-16	Beverage License - Requires: Single sided form, State Seal Watermark and letterhead, check boxes, auto filled by data entered. Fields to be printed to be determined by FPS.(Sample shown in Attachment 1 p. 34)	
FM-17	Beverage Registration - Requires: Single sided form, State Seal Watermark and letterhead, check boxes, auto filled by data entered. Fields to be printed to be determined by FPS. (Sample shown in Attachment 1 p. 35)	
FM-18	Dairy Producer Permit - Requires: Single sided form, State Seal Watermark and letterhead, check boxes, auto filled by data entered. Fields to be printed to be determined by FPS.(Sample shown in Attachment 1 p. 36)	
FM-19	Milk Sanitation License - Requires: Single sided form, State Seal Watermark and letterhead, check boxes, auto filled by data entered. Fields to be printed to be determined by FPS.(Sample shown in Attachment 1 pg37)	
FM-20	Shellfish Certificate - Requires: Single sided form, State Seal Watermark and letterhead, auto filled by data entered. Fields to be printed to be determined by FPS.(Sample shown in Attachment 1 p. 38)	
FM-21	Variance request form - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 1 p. 39) 3 Copies	
FM-22	Food Inspection Form - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS (Sample shown in Attachment 2) 3 Copies	
FM-23	Page 2 Food Inspection Form - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2)	

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FM-24	Food Line Sheet - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2, p. 3)	
FM-25	Food Processing Inspection Form - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 Copies	
FM-26	Cease & Desist - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS (Sample shown in Attachment 2) 3 Copies	
FM-27	Corrective Action Plan - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2)	
FM-28	Complaint Form - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2)	
FM-29	Bottled Water and Beverage Plant Inspection - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 copies	
FM-30	Dairy Farm Inspection Report - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2)	
FM-31	Milk Plant Inspection Report - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 copies	
FM-32	Federal Rating Dairy Farm Inspection Report - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 4 copies	
FM-33	Sample Results- Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 4 copies	

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FM-34	Dairy Compliance Agreement - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 copies	
FM-35	Milk Plant Equipment Test Report - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 copies	
FM-36	Dairy Line Sheet - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2, p. 20) 3 copies	
FM-37	Milk Sample Collector Evaluation Report - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2, p. 21) 3 copies	
FM-38	Somatic Cell Count Notification - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 copies	
FM-39	Standard Plate Count (bacteria) Notification - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 copies	
FM-40	Bulk Milk Tanker Inspection Report - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 copies	
FM-41	Milk Tank, Hauler Report and Sampler Evaluation Form - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 copies	
FM-42	Manufacturing Plant Inspection Report - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2,) 3 copies	
FM-43	Shellfish Certification Inspection Form - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2, p. 27) 3 copies	

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FM-44	Shellfish Certification Inspection Form Page 2 - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 3 copies	
FM-45	Shellfish Line Sheet - Requires: Single-sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2, p. 29) 3 copies	
FM-46	Recall procedure for Shellfish - Requires: Double sided form, State Seal and letterhead. Text to be printed to be determined by FPS. (Sample shown in Attachment 2, p. 30) Single copy.	
FM-47	Application Return Letter - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS. (Sample shown in Attachment 2, p. 31. (Single printed copy with electronic copy attached to licensee's record)	
FM-48	Renewal Letter - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS.(Sample shown in Attachment 2.) (Single printed copy with electronic copy attached to licensee's record)	
FM-49	Enforcement Letter - Requires: Single-sided form, State Seal and letterhead, drop down boxes and free text space. Text to be printed to be determined by FPS. (Sample shown in Attachment 2) 2 copies	
FM-50	Reminder Letters - Requires: Single sided form, State Seal and letterhead, drop down boxes and free text space. Text to be printed to be determined by FPS. (Sample shown in Attachment 2) 2 Copies	
FM-51	Plan Review Letter - Requires: Double sided form, State Seal and letterhead, drop down boxes, check boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2)	
FM-52	Miscellaneous Invoice - Requires: Single-sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 2 copies	
FM-53	Report of Inspection Results to Portal-(Sample Shown in Attachment 2) (

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FM-54	Non-Sufficient Funds (NSF) Letter - Requires: Double sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 2 copies	
FM-55	Denial Letter Requires - Double sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 2 copies	
FM-56	Revocation Letter - (Same format as Denial Letter)	
FM-57	Cease and Desist (C&D) Letter - Single sided form, State Seal and letterhead, drop down boxes and free text space. Fields to be printed to be determined by FPS(Sample shown in Attachment 2) 2 copies	
FM-58	The System must have the ability to print mailing labels based on specific requirements such as renewal dates or license types.(Sample shown in Attachment 2	
PR-1	The System must allow for a Renewal application to be submitted via The Secure Portal. The online application process must include the ability to submit electronically all of the associated documents required for a particular license type. (example-Water Test results)	
PR-2	The System must allow for Secure Portal Users to begin on line registration, save their work and return and continue at a later date/time.	
PR-3	The System must allow an email functionality to be part of the portal so that Secure Portal Users and Public Portal users can email questions to FPS.	
PR-4	Once the final submission of the application is complete, the Secure Portal User may no longer edit.	
PR-5	The System must be able to provide the ability to submit a Variance request online via the Secure Portal.	
PR-6	The System must have the capability to issue emergency alerts to Licensees via email and post to the portal.	
PR-7	The System must provide access to the Public Portal Users to view inspections results as determined by FPS quality assurance and approval.	
PR-8	The System must provide access to the Public Portal Users to view complaint status as approved/released by FPS.	

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PR-9	The System must provide access to Secure Portal Users to view the status of their license, or enforcement action and any outstanding requirements.	
PR-10	The System must allow for payments to be made on line.	
PR-11	The payment System must be PCI compliant	
PR-12	The System must allow for access to the Public Portal Users to file a complaint.	
PR-13	All License applications must be accessible via the Public Portal with information about application process.	
PR-14	The System must provide links to various other sites for information regarding licensing process/rules/federal codes (e.g. Food Code, Model Shellfish Ordinance, Pasteurized Milk Ordinance) FDA Code on both the Secure and Public Portal.	
PR-15	The System must provide the ability for Secure Portal users to print copies of information regarding their own Establishment, i.e. license, inspection report, complaints, etc.	
PR-16	The System must allow access to the Secure Portal Users to apply for License(s) for any of the 4 programs, Food, Dairy Beverage/ Bottled Water and Shellfish. This requires a verification point of information which will not be applicable to a "new" licensee.	
PR-17	The Secure Portal User must have the ability to view/print confirmation page/entire application.	
Mobile/Remote Office Requirements		
MRO-1	Mobile/Remote Users must have the ability to query the System on all 4 programs as needed. (this includes licensing, inspection, complaints etc.)	
MRO-2	Mobile/Remote Users must have the ability to enter inspection results as required. Multiple inspection forms may be required for a single inspection.	
MRO-3	Mobile/Remote Users Must have the ability to choose the inspections form(s) required for an inspection via a selection tool.	
MRO-4	Mobile/Remote Users must have the ability to print inspection results on site.	
MRO-5	Mobile/Remote Users must have the ability to view and edit their work queues as necessary.	

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MRO-6	Mobile/Remote Users must have the ability to view maps for emergency use.	
MRO-7	Mobile/Remote Users must have the ability to view maps for time management purposes.	<p>EnvisionConnect provides both consumer grade and commercial grade GIS mapping options.</p> <p>Consumer-grade maps (e.g., Bing! Maps, Google Maps, Yahoo Maps) can be invoked, printed, e-mailed to one's phone, etc. for any facility complaint, plan check etc.</p> <p>Commercial-grade mapping requires a partnership with the agency's GIS, such that relational database records stored in EnvisionConnect are simultaneously reflected in the authoritative GIS. In this case, the GIS user may utilize maps showing multiple inspection targets, routing, etc. according to the capabilities of the GIS.</p>
MRO-8	Mobile/Remote Users must have the availability to work on or off line.	
MRO-9	Mobile/Remote Users must have the ability to see the most current information on "sync"	
MRO-10	Mobile/Remote Users must have the ability to access links to rules/codes.	
MRO-11	Mobile/Remote Users should have a unique visual trigger for previous violations during the inspection process.	
MRO-12	Mobile/Remote Users must have the ability to track and report mileage.	
MRO-13	Mobile/Remote Users must have the ability to track and report productivity statistics.	
MRO-14	Mobile/Remote Users must have the ability to access outstanding enforcement issues for any given Establishment.	The proposed system presents to the remote user a full accounting of historical and related records. Examples include prior complaints, plan checks, inspections, violations etc. Among this dataset is a filterable grid of all enforcement activities.

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MRO-15	The System must have the ability to see global map of Establishments within a region, location, or date of previous inspection	<p>EnvisionConnect provides both consumer grade and commercial grade GIS mapping options.</p> <p>Consumer-grade maps (e.g., Bing! Maps, Google Maps, Yahoo Maps) can be invoked, printed, e-mailed to one's phone, etc. for any facility complaint, plan check etc.</p> <p>Commercial-grade mapping requires a partnership with the agency's GIS, such that relational database records stored in EnvisionConnect are simultaneously reflected in the authoritative GIS. In this case, the GIS user may utilize maps showing multiple inspection targets, routing, etc. according to the capabilities of the GIS.</p>
MRO-16	The System must provide a Unique Visual Trigger on a global map for Establishments overdue for inspection.	<p>EnvisionConnect provides both consumer grade and commercial grade GIS mapping options.</p> <p>Consumer-grade maps (e.g., Bing! Maps, Google Maps, Yahoo Maps) can be invoked, printed, e-mailed to one's phone, etc. for any facility complaint, plan check etc.</p> <p>Commercial-grade mapping requires a partnership with the agency's GIS, such that relational database records stored in EnvisionConnect are simultaneously reflected in the authoritative GIS. In this case, the GIS user may utilize maps showing multiple inspection targets, routing, etc. according to the capabilities of the GIS.</p>
GIS Requirements		
GIS-1	The System must have the ability to export a comma separate values file (Excel format) for import into the GIS system used by DPHS.	

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GIS-2	<p>The System must have the ability to accept the output of the GIS system used by DPHS and make it available for state staff and mobile inspectors. Note: The DPHS System is "connected" to The Department of Safety Enterprise GIS System that contains data such as bridge and road closings.</p>	<p>EnvisionConnect provides both consumer grade and commercial grade GIS mapping options.</p> <p>Consumer-grade maps (e.g., Bing! Maps, Google Maps, Yahoo Maps) can be invoked; printed, e-mailed to one's phone, etc. for any facility complaint, plan check etc.</p> <p>Commercial-grade mapping requires a partnership with the agency's GIS, such that relational database records stored in EnvisionConnect are simultaneously reflected in the authoritative GIS. In this case, the GIS user may utilize maps showing multiple inspection targets, routing, etc. according to the capabilities of the GIS.</p>
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APPLICATION REQUIREMENTS		
REQ	REQUIREMENT/DELIVERABLE	VENDOR COMMENTS
TECHNICAL		
T-1	Ability to access data using open standards access drivers.	
T-2	The system software adheres to open standards and is not proprietary.	
T-3	The database platform adheres to open standards.	
T-4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	
T-5	Web-based compatible and in conformance with the following W3C standards:	
T-6	XHTML 1.0	
T-7	CSS 2.1	
T-8	XML 1.0 (fourth edition)	
T-9	The system must use MS SQL Server database	
T-10	The system must be Section 508 Compliant.	
T-11	The system must be compatible with all current browsers that are installed with the standard default settings.	For public facing interfaces, vendor will assure comparability with the following popular browsers: IE Firefox Chrome Safari

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		<p>At any time, the system will support the browser's current version and two versions prior.</p> <p>The public-facing system may be compatible with other browsers not listed.</p> <p>The internally facing system requires Internet Explorer (required for Microsoft ClickOnce deployment).</p>
T-12	Browser functionality must not rely on Java, Javascript or Java Applets to work.	EnvisionConnect user interface features shall be limited accordingly. The public-facing system will require Java, Javascript or Java Applets to work.
T-13	Personally identifiable information must be encrypted in transit and at rest.	
T-14	Data validation does not occur in the browser.	
T-15	Application is PADSS v2 compliant	It is expected that the agency's payment processing vendor will handle the transaction.
T-16	The data system should be functional on laptops and tablets, and available on wireless and cellular networks. The State of NH has limited experience in this area. Vendors should list the systems and standards on which the systems and standards on which the System would be functional, for both laptops and tablets, as applicable.	See minimum hardware requirements.
T-17	System response time must be 3-5 seconds (no lag time regardless of number of users.)	<p>The proposed products meet this requirement within reasonable constraints, which may be documented in an exhibit to our agreement.</p> <p>Examples of reasonable constraints include accommodations for matters such as network congestion, non-recommended searches, or non-recommended configuration.</p>
APS-1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	Authenticode is a Microsoft technology that uses industry-standard cryptography to sign application code with digital certificates that verify the authenticity of the application's publisher. By using Authenticode for application deployment, ClickOnce reduces the risk of a Trojan horse. A Trojan horse is a virus or other harmful program that a malicious third party misrepresents as a legitimate program coming from an established, trustworthy source. Signing ClickOnce deployments with a digital certificate is an optional step to verify that the assemblies and files are not tampered.

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		Decade's code-signing certificates are issues by a Certificate Authority (Thawte.com) under DECADE SOFTWARE COMPANY. More information: http://msdn.microsoft.com/en-us/library/ms172240.aspx
APS-2	Verify the identity or authenticate all of the system's users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	With Active Directory Integration: The workstation passes to the application the name of the logged-in user (only the name). The product matches the Active Directory Identity to an EnvisionConnect Identity. If authenticated, the system next determines the roles (similar to security groups) to which the user is a member. Each role provides zero or more privileges (e.g., navigation, database operations, report visibility, etc.). The logged in user, then, has only the privileges afforded by the roles to which he is a member. Without Active Directory Integration: The workstation prompts the user for a username/password combination. If authenticated, the system next determines the roles (similar to security groups) to which the user is a member. Each role provides zero or more privileges (e.g., navigation, database operations, report visibility, etc.). The logged in user, then, has only the privileges afforded by the roles to which he is a member.
APS-3	Enforce unique user names.	
APS-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	
APS-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	
APS-6	Encrypt passwords in transmission and at rest within the database.	
APS-7	Expire passwords after 90 days	
APS-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	
APS-9	Provide ability to limit the number of people that can grant or change authorizations	
APS-10	Establish ability to enforce session timeouts during periods of inactivity.	Application to use and follow the state's idle session timeout group policy.

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APS-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	
APS-12	The application shall not store authentication credentials or sensitive Data in its code.	
APS-13	Audit all attempted accesses that fail identification, authentication and authorization requirements	
APS-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for (3 months)	
APS-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	
APS-16	Use only the Software and System Services designed for use	
APS-17	The application Data shall be protected from unauthorized use when at rest	
APS-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	
APS-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	
APS-20	Create change management documentation and procedures	

HARDWARE REQUIREMENTS		
REQ #	REQUIREMENT/DELIVERABLE	VENDOR COMMENTS
E1.1	Portable Devices must be approved by NH DoIT.	

TESTING		
REQ #	REQUIREMENT/DELIVERABLE	VENDOR COMMENTS
APPLICATION SECURITY TESTING		
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	

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T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	
T1.5	Test for encryption; supports the encoding of data for security purposes	
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	
T1.8	Test the Digital Signature; guarantees the unaltered state of a file	
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	
T1.12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	
T1.13	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	
T2.1	The Vendor must perform application testing using an industry standard and State approved testing methodology.	
T2.2	All testing results must be shared with the State.	
T2.3	The Vendor must perform application stress testing and tuning.	
T3.1	The Vendor must provide a Testing copy of the System.	
T3.2	The Vendor must provide User Testing scripts to test the various workflows.	
T3.3	The Vendor must provide support for Users during User Testing.	
T3.4	The Vendor must work with the State Staff to have sufficient data loaded for the testing scripts State Staff will follow.	
T3.5	The Vendor will provide a easy to use deficiency tracking system for reporting testing issues.	
T3.6	The Vendor will provide rapid feedback during testing to enable State Staff to resume testing and not delay the period of time.	

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T3.7	The Vendor will fix issues identified during testing as quickly as possible to allow testing to continue.	
T4.1	The Vendor must provide training materials for role based training.	
T4.2	The Vendor must provide training via in-person as well as webinar assisted training to assure trainees are not left to train themselves.	
T4.3	The Vendor must provide training to select State Staff on report writing prior to go live.	
T4.2	The Vendor must provide a training system (not production system) for users.	

HOSTING CLOUD REQUIREMENTS		
REQ #	REQUIREMENT/DELIVERABLE	VENDOR COMMENTS
OPERATIONS		
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	
H1.2	State access will be via Internet Browser	<p>These are "thin-clients" deployed initially via URL opened in an Internet browser. The deployment technology is ClickOnce. Neither initial deployment nor updates require elevated user privileges at the workstation insofar as the workstation has the following prerequisite: Microsoft.NET framework 4.5x (should be part of the OS)</p> <ul style="list-style-type: none"> • Crystal Reports for .NET Framework 2.0 (provided by Decade) • Crystal Custom DLLs (provided by Decade)
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	
H1.4	At a minimum, the System should support this client configuration: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, Internet Explorer 7 and above, and 128 bit encryption.(Firefox can be installed on state machines by request.)	<p>For internally facing systems, EnvisionConnect and EnvisionConnect Remote require Windows 7 or Windows 8.</p> <p>The internally facing system requires Internet Explorer (required for Microsoft ClickOnce deployment).</p> <p>For public facing interfaces, vendor will assure</p>

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		<p>compatibility with the following popular browsers:</p> <p>IE Firefox Chrome Safari</p> <p>At any time, the system will support the browser's current version and two versions prior.</p> <p>The public-facing system may be compatible with other browsers not listed.</p> <p>Processor</p> <ul style="list-style-type: none"> • Intel Pentium III (or compatible) (Minimum) • Intel Core i3 (or dual-core equivalent) (Recommended) <p>Architecture</p> <ul style="list-style-type: none"> • 32-bit architecture (Minimum) • 64-bit architecture (Recommended) <p>Operating System</p> <ul style="list-style-type: none"> • Windows 7 • Windows 8 <p>Memory</p> <ul style="list-style-type: none"> • 4 GB (Minimum) • 8 GB (Recommended) <p>Hard Disk</p> <ul style="list-style-type: none"> • Minimum amount of space required is 40 GB • (500 GB PATA/SATA/SCSI or 128 GB SSD Recommended)
<p>HI.5</p>	<p>The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.</p>	
<p>HI.6</p>	<p>Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.</p>	

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HI.7	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	
HI.8	Data Center Air Conditioning - used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	The vendor provided the SOC II audit report of Rackspace, Inc. on 9/17/14. This report attests to the data center's environmental controls.
HI.9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	The vendor provided the SOC II audit report of Rackspace, Inc. on 9/17/14. This report attests to the data center's environmental controls.
HI.10	Data Center Backup Power - uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	
HI.11	Data Center Generator - shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at full load for a period not less than 1 1/2 days of operation.	
HI.12	Data Center Floor - A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	
HI.13	Data Center Fire Protection System - fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	
HI.14	The Data Center must be physically secured - restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	
HI.15	Vendor must monitor the application and all servers.	
HI.16	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	
HI.17	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	
HI.18	Vendor shall monitor System, security, and application logs.	
HI.19	Vendor shall manage the sharing of data resources.	
HI.20	Vendor shall manage daily backups, off-site data storage, and restore operations.	
HI.21	The Vendor shall monitor physical hardware.	

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H1.22	The Vendor shall immediately report any breach in security to the State of New Hampshire.	
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, all servers (development, test, and production) shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.	
H2.10	Data recovery - In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this Contract, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State	

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	application.	
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	
H3.4	The Vendor network architecture must include redundancy of routers and switches in the Data Center.	
H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN). (Operating platform should be, depending on Operating System, the following: IOS 7.x, Windows 7.x, Android 4.4.x, MAC OS X.8x)	
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	
H4.6	The Vendor shall notify the State's Project Manager and Information Security Officer of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	

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H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	
H4.10	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.	The vendor will implement a method by which Microsoft logging is captured and made available to the state for a minimum of 30 days.
H4.11	OS and DB should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA	
H4.12	What testing are you requiring to make sure redundancy is in fact in place and backup/restores are functioning? Yearly or semi-annual testing?	Backup and restore is covered under terms of Decade's agreement with Rackspace Inc and are audited annually by a third party. In addition, Decade maintains a secondary backup at its corporate offices According to hosting facility audit.
H4.13	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	
H4.14	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	Propose 09:00AM to 09:00PM, Monday thru Friday EST

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H5.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	
H5.6	<p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following:</p> <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, 9:00 a.m. - 9:00 p.m. Monday through Friday, EST, with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services; within four (4) business hours of a request; b. Class B & C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; 	
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance, scheduled back-ups, and emergency outages.	
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	
H5.9	A weekly maintenance window shall be identified at which time all relevant server patches and application upgrades shall be applied.	
H5.10	The Vendor response time for support shall conform to the specific deficiency class as described in Requirement H5.6.	
H5.11	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates, and provide the State with training due to the upgrades and changes.	

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H5.12	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	
H5.13	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	
H5.14	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	
H5.15	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	
H5.16	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	
H5.17	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	
H5.18	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	

SUPPORT & MAINTENANCE REQUIREMENTS		
REQ #	REQUIREMENT/DELIVERABLE	VENDOR COMMENTS
SUPPORT & MAINTENANCE REQUIREMENTS		
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	

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S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday Eastern Time.;	Propose 09:00AM to 09:00PM, Monday thru Friday EST for phone access.
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in Requirement H5.5.	
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.	
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract;	
S2.2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;	
S2.3	The Vendor shall have available to the State on-call telephone assistance, with issue consistent with requirement S 1:4.	See S1.4
S2.4	On-site additional Services within four (4) business hours of a request;	Aside from implementation services, this proposal does not contemplate on-demand onsite services on this timeframe.
S2.5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	

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S2.6	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	
S2.7	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and	
S2.8	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	

PROJECT MANAGEMENT		
REQ #	REQUIREMENT/DELIVERABLE	VENDOR COMMENTS
PROJECT MANAGEMENT		
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every week or as agreed to by the State.	
P1.4	Vendor shall provide detailed status reports weekly or as agreed to by the State on the progress of the Project.	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how WORD format on-Line, in a common library or on paper)	
P1.7	Vendor shall provide Project Staff as specified initially in the RFP and finalized in the Contract.	

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PI.8	Reserved	PI.8 Reserved
PI.9	Reserved	PI.9 Reserved
PI.10	Vendor shall provide a research requirements and validation document per PI.11.	
PI.11	Vendor shall conduct research and requirements validation through meetings with NH personnel (in-person and online).	
PI.12	All user, technical and system documentation as well as project schedules, plans, status reports, and correspondence must be maintained as project documentation. Documentation will be maintained in MS Word format in a mutually accessible and agreed upon electronic site.	
PI.13	Vendor shall document findings from research and requirements validation in a requirements analysis report.	
PI.14	Vendor shall conduct a technical and information architecture review	
PI.15	Vendor shall provide a System architecture and design document.	
PI.16	Vendor shall conduct a technical and information architecture review and develop an implementation and integration plan.	
PI.17	Vendor shall provide Documentation describing the proposed database architecture and Data dictionary.	
PI.18	Vendor shall provide an interface design document and Test Plan which interfaces with NH First.	
PI.19	Vendor shall provide a Test Plan including performance, testing and tuning.	
PI.20	Vendor shall provide a security and strategy plan.	
PI.21	Vendor shall provide a physical and logical security design.	
PI.22	Vendor shall develop a business continuity plan.	
PI.23	Reserved	PI.23 Reserved
PI.24	Vendor shall develop an issue escalation plan	

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

The preliminary Work Plan created by Decade is set forth in Attachment B.

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

1. Requirements

A. General

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

B. Logistics

- The Decade Team shall perform this Project primarily at Decade facilities at no additional cost to the State. The Decade Team shall honor all holidays observed by Decade or the State, although with permission, may choose to work on holidays and weekends.
- The State will work with Decade to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Decade's staff.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information specific to the success of the Project and required by Project Team members. This central repository (e.g. e-Studio) is

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secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The State's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all general Documentation applicable to all Decade customers shall be posted to Decade's Community Site for State download and local storage. Final versions of all Documentation specific to this project shall be loaded to the central repository.

- Decade assumes that an Alternate State Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

- Decade is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- Decade shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of three (3) instances of the applications (instances include: configuration, development, system/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.
- The State's hardware operating environment and supporting software shall meet Decade certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- Decade team shall implement EnvisionConnect 5.3 and EnvisionConnect Remote 5.3 applications.

E. Conversions

- The Decade Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Decade technical team, a subset of the conversions. The State Team shall provide to Decade's team, extracts of data and/or access to a copy of the current MS Access database for the mapping of the legacy Data to the Decade applications.

F. Project Schedule

The anticipated project schedule for this contract may be found in Exhibit I, section 7.

G. Reporting

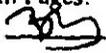
- Decade shall conduct weekly status meetings during the stand-up phase of the project and bi-weekly status meetings thereafter, as mutually agreed upon by Decade and the State. Decade will provide reports in a format agreed to by the State that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training and Change Management

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

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I. Performance Testing

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

2. ROLES AND RESPONSIBILITIES

A. Decade Team Roles and Responsibilities

1) Decade Team Project Manager

The Decade Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Decade Implementation Team. The Decade Team Project Manager will have the following responsibilities:

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

2) Decade Team Analysis

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;

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- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

3) Decade Team Tasks

The Decade team shall assume the following tasks:

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

B. State Roles and Responsibilities

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

1) State Project Manager

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

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

2) State Subject Matter Expert(s) (SME)

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Decade Software Solution and the business processes the application supports.

3) State Network Administrator (DoIT)

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

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

3. SOFTWARE APPLICATION

The software required is described more fully in Exhibit B.

4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract. The table lists the data elements for conversion from the State's legacy system specifically for this conversion effort.

File Name	Lead Responsibility	Description
FoodDataElementExtractor.v	State and Decade	Establishment #, District, Location Address, Location City, State, Zip, Type of ownership, Corporation or Owner Name, Business (dba) Name, Mailing address, Mailing City, Mailing State, Mailing Zip, EPA #, Contact Name, Phone, Emergency Phone, Fax #, Email address, Water, Septic, License Class, Category, Date Issued, Expiration Date and

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Table 4.1: Planned Conversions

File Name:	Lead Responsibility	Description
		License #
2 <i>Dairy Producer Data Element Extract.csv</i>	State and Decade	Producer #, Producer Business Name, Owner(s) Name, Location Address, Location Town, State, Zip, Farm Location, Water Supply, Inactive Status field.
3 <i>Dairy Plant Data Element Extract.csv</i>	State and Decade	Plant Name, License number, Location City, Location State, Contact, Telephone, Mailing Address, Mailing City, State, Zip, Plant Type, Inactive Status field
4 <i>In State Beverage Data Element Extract.csv</i>	State and Decade	License #, Business Name, Contact Person, Phone, Address, City, State, Zip, Date issued, Inactive Status field, Provisional License
5 <i>Out of State Beverage Data Element Extract.csv</i>	State and Decade	Registration #, corporate Name, Owner Name, Address City, State, Zip, Country, Telephone, Business Name, Business Location City, Business Location State, Date Issued, Inactive Status field
6 <i>Shellfish Data Element Extract.csv</i>	State and Decade	Certificate #, Category, Symbol Inactive Status field, Shellfish Dealer/Shipper Name, Address, City, State, Zip, Date Cert.

A. Conversion Testing Responsibilities

- The Decade Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Decade Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State, assisted by Decade, is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.

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- The Decade Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Decade Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Decade Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES AND APPLICATION MODIFICATIONS

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

Table 5.1: In-Scope Interfaces and Application Modifications

	Description of Interface and Application Modification	Responsibility
	[Illegible text]	Decade
	[Illegible text]	Decade
	[Illegible text]	Decade

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A. Interface Responsibilities

- The Decade Team shall lead the State with the mapping of legacy data to the Decade Applications.
- The Decade Team shall lead the review of functional and technical interface Specifications.
- The Decade Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The Decade Team shall document the functional and technical Specifications for the interfaces.
- The Decade Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Decade Team shall develop and Unit Test the interface.
- The State and the Decade Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The Decade Team shall, with assistance from the State Team, construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible, with Decade Team's assistance, for all data extracts and related formatting needed from legacy systems to support the interfaces.

6. RESERVED

7. PRELIMINARY WORK PLAN

Attachment B provides the preliminary agreed upon Work Plan for the Contract.

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SOFTWARE LICENSE**

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, Decade hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

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

3. RESTRICTIONS

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

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

4. TITLE

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

5. VIRUSES

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

6. AUDIT

Upon forty-five (45) days written notice, Decade may audit the State's use of the programs at Decade's sole expense. The State agrees to cooperate with Decade's audit and provide reasonable assistance and access to information. The State agrees that Decade shall not be responsible for any of

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the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Decade's audit rights are subject to applicable State and federal laws and regulations.

7. SOFTWARE NON-INFRINGEMENT

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

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

- a. Promptly notifies Decade in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Decade control of the defense and any settlement negotiations; and
- c. Gives Decade 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.

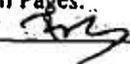
If Decade believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Decade may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Decade may end the license, and require return of the applicable Material and refund all fees the State has paid Decade under the Contract. Decade will not indemnify the State if the State alters the Material without Decade's consent or uses it outside the scope of use identified in Decade's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Decade 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 Decade. Decade 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 Decade without Decade's consent.

8. SOFTWARE ESCROW

8.1 Decade represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software, and developer comments to the source code for the Software (the "Deposit Materials") have been deposited in an escrow account maintained at Law Offices of Janet L. Eveland, Chartered, 511 E. Patapsco Avenue, Baltimore, Maryland 21225 "Escrow Agent") as required by this Contract. Future

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Deposit Materials for major version releases (e.g., X.y.z) of the Software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). Decade shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

8.2 Decade agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, Decade shall provide the State with written verification that the Software has been deposited with the Escrow Agent.

8.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

- (a) Decade has made an assignment for the benefit of creditors;
- (b) Decade institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (c) A receiver or similar officer has been appointed to take charge of all or part of Decade's assets;
- (d) Decade terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- (e) Decade defaults under the Contract; or
- (f) Decade ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

8.4 In the event that Deposit Materials are released from escrow to the State, Decade hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Decade's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

8.5 Decade agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 Services

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

1.2 Software

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

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

1.6 Services

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

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1.7 Personnel

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

1.8 Breach of Data

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

2. WARRANTY SERVICES

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

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- c. Decade shall have available to the State on-call toll-free telephone or email assistance, with issue tracking available to the State, from 9:00 AM to 9:00 PM, Monday through Friday, EST, with an email or telephone response within two (2) hours of request; or support with remote diagnostic Services or within four (4) business hours of a request. Decade's email or telephone response or support with remote diagnostic Services shall be dependent upon issue severity;
- d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- e. For all Warranty Service calls, Decade shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.
- f. Decade must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- g. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Decade no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

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In the event Decade fails to correct a Deficiency within the allotted period of time, the State may, at its option, 1) declare Decade in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return Decade's product and receive a full refund for all amounts paid to Decade, including but not limited to, any applicable license fees within (90) days of notification to Decade of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

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

3. WARRANTY PERIOD

The Warranty Period shall commence after successful User Acceptance Testing (UAT); the State's issuance of a Letter of UAT Acceptance; and, upon the Go Live Deployment of the System, and extend for ninety (90) days.

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

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TRAINING SERVICES**

TRAINING SERVICES:

Decade will provide both onsite and Web-based training sessions and offer online access to Decade's Learning Management System (LMS) to deliver prerequisite and recurring training. The State will work with Decade to determine which courses will comprise the Agency's 40 hours of Web-based training and 5 days of onsite training.

1. Delivery Method –Self-Service Tools-Learning Management System

Decade will provide the State with a browser-based training tool called the Learning Management System (LMS). LMS is an interactive, Web-based training platform that allows Users to view and participate in their on-line training courses at their convenience. State supervisors can deliver and monitor these training courses for their employees. Every User of EnvisionConnect will have access to the LMS.

2. Delivery Method –Instructor Led Web-Based Training Sessions – 40 hours.

Web-based training shall be tailored to teach Users about areas of EnvisionConnect that will be used on a day-to-day basis. Prerequisite for Web-Based Training: all Users attending Web-based training shall have completed the LMS course(s) related to the scheduled topic.

3. Delivery Method –Instructor-Led Onsite Class Training – 5 Days of Training

Decade will provide the State with 5 days of initial training targeted to train the group of Users identified within the Training Plan. Onsite training will be conducted at a location chosen by the Agency. Decade staff will lead the onsite training courses and will utilize a classroom environment. The State and Decade will utilize a train-the-trainer approach. Onsite training is intended to prepare the Users for the go-live of EnvisionConnect. Prerequisite for Instructor-Led Onsite Training: all Users attending Instructor-Led Onsite Training shall have completed the LMS course(s) and the Instructor Led Web-Based Training Sessions related to the scheduled topics. The State will provide each User with a computer with EnvisionConnect installed. Students will be instructed using a copy of the converted legacy data. Prior to performing onsite training, Decade will provide an agenda and training documentation.

- Decade will deliver a Training Agenda to State.
- State will provide written acceptance of Training Agenda.
- The State will provide an adequate facility for all onsite training events.
- Decade will travel to State's site to complete onsite Training.
- Decade will deliver Certificates of Training Completion.
- State representatives will complete training evaluation forms.

The table below provides a summary of Decade-provided Training Services:

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Type	Delivery Method	Training Goal
EnvisionConnect's Design and Purpose	Remotely	To familiarize the student with EnvisionConnect and its design. This prepares the agency for EnvisionConnect configuration.
Configuration Wizard	Remotely	To build upon 'EnvisionConnect's Design and Purpose' (above) to prepare the agency for configuration of business rules and support codes.
EnvisionConnect Training	Onsite	To apply the knowledge and data to the agency's specific workflows after the client's data is converted (if needed) and the business rules and support codes are configured.

4. Project Team Developed Training

a. Decade and the State agree to an end user training approach to meet training objectives, including:

- 1) developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- 2) leveraging statewide access to computers and the Web by accessing On-line courses (both prerecorded and scheduled interactive) whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

b. Key activities of the approach are highlighted in the table below:

User Training Approach	Role and Responsibility	
	Decade Team	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.

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User Training Approach	Role and Responsibility	
	Decade Team	State of NH
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: Decade providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.
	Decade and the State will together Conduct Train-the-Trainers for the User group through Implementation. Decade will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.

c. Key User Training Approach Activities

1) Identify State End Users

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

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

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

User Category 3—Administrator Training: Administrators shall be trained on the software for those tasks about which the State and Decade agree are needed for one or two Administrators of the system, and may include navigation training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

2) Develop Training Plan

2014-096 Exhibit L- Training Services

Initial and Date All Pages:

Decade's Initials: MS

Date: 2-11-15

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
CONTRACT 2014-096- PART 3
EXHIBIT L
TRAINING SERVICES**

The Decade Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to:

- i. reinforce knowledge comprehension by employing a train-the-trainer approach,
- ii. train employees on what they need to know and do to perform their jobs effectively,
- iii. establish an ongoing skills development process,
- iv. offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and
- v. utilize instructor-led (ILT) and On-line training which provides learner interaction and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. The training plan is intended to provide a framework for the State's Team to manage its resources and activities, based on the training timeline.

3) Develop Training Curriculum

Decade shall develop a recommended training curriculum for the State of New Hampshire End Users.

4) Produce Training Materials and End-User Documentation

The Decade Team shall lead the efforts to produce the training materials and to provide access to end-user Documentation.

5) Transfer Training Materials and End-User Documentation to the State

The Decade Team shall provide training materials and End-User Documentation as project deliverables. Upon the State's request Decade shall deliver updated training materials to the State for the duration of the Contract.

2014-096 Exhibit L- Training Services

Initial and Date All Pages:

Decade's Initials:

Date: 2-11-15

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
CONTRACT 2014-096- PART 3
EXHIBIT M
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES RFP 2014-096 (WITH
ADDENDA) INCORPORATED**

NH Department of Health and Human Services RFP 2014-096, with all included addenda, are incorporated herein by reference as binding Deliverables to this Contract.

2014-096 Exhibit M-Agency RFP with Addendums

Initial and Date All Pages:

Decade's Initials: BJ

Date: 2-11-15

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
CONTRACT 2014-096- PART 3
EXHIBIT N
VENDOR PROPOSAL BY REFERENCE**

Decade's Proposal to the Department of Health and Human Services is incorporated herein by reference.

2014-096 Exhibit N- Contractor Proposal by Reference

Initial and Date All Pages:

Decade's Initials:

Date: 2-11-15

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FOOD PROTECTION LICENSING AND INSPECTION INFORMATION SYSTEM
CONTRACT 2014-096- PART 3
EXHIBIT O
SPECIAL EXHIBITS, ATTACHMENTS, AND CERTIFICATES

Attached are:

- A. Contract Attachment A - Department of Health and Human Services, Exhibits D through J
- B. Contractor's Certificate of Vote/Authority
- C. Contractor's Certificate of Good Standing
- D. Contractor's Certificate of Insurance

2014-096 Exhibit O- Special Exhibits, Attachments and Certificates

Initial and Date All Pages:

Decade's Initials: 

Date: 2-11-15

Attachment A

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

B

Attachment A

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: Deane Software Co, LLC

2-11-15
Date

[Signature]
Name: David Burt
Title: President

Attachment A

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Contractor Name: Dee de Solomon Co, LLC

2-11-15
Date

[Signature]
Name: Daryl Thom
Title: President

Attachment A

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Attachment A

New Hampshire Department of Health and Human Services
Exhibit F



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Deinde Stroman Co, LLC*

2-11-15
Date

Name: *Daryl Bunn*
Title: *President*

DS

Attachment A

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1881, 1883, 1885-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Attachment A

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *Decade Software Co LLC*

2-11-15
Date

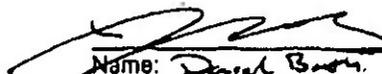

Name: *David B. Smith*
Title: *President*

Exhibit G

Contractor Initials *DS*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *Decade Software Co, LLC*

2-11-15
Date


Name: *Dorey Burch*
Title: *President*

Attachment A

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I – Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

B

2-11-15

Attachment A

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

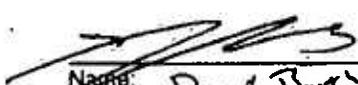
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Decade Software Co, LLC

2-11-15
Date


Name: Dwight Burt
Title: Partner

Contractor Initials DB
Date 2-11-15

Attachment A

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- 1. The DUNS number for your entity is: 600873475
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

B

Table 7.1: High Level Preliminary NH Project Work Plan

Attachment B

ID	Task Name	Start	Finish	Duration	Precess	Resource Names	Milestone	15
1	IMPLEMENTATION PLANNING	Mon 3/16/15	Wed 4/8/15	17.12 days		Decade(50%)	No	8
2	Internal Project Planning Setup	Mon 3/16/15	Mon 4/6/15	15.78 days		Decade	No	
3	Contract /Proposal Signed	Mon 3/16/15	Mon 3/16/15	0 days			No	
4	Source Escrow Fee - Year 1	Mon 3/16/15	Mon 3/16/15	0 days	3		Yes	
5	Assign Project Manager (LAUNCH)	Mon 3/16/15	Mon 3/16/15	20 mins	4		No	
6	Review Client Fact Sheet from Marketing	Mon 3/16/15	Mon 3/16/15	1 hr	5		No	
7	Send BNA to Client	Mon 3/16/15	Mon 3/16/15	20 mins			No	
8	Internal Kick Off Meeting Held to Develop MPP	Mon 3/16/15	Mon 3/16/15	2 hrs	7		No	
9	Create First Iteration Implementation Project Work Plan	Mon 3/16/15	Wed 3/18/15	16 hrs	8		No	
10	Project Work Plan (including milestones)	Wed 3/18/15	Wed 3/18/15	0 days	9		Yes	
11	Notify CS Manager to Add Project Work Plan to CS Master Projects	Wed 3/18/15	Wed 3/18/15	2 hrs	10		No	
12	Peer review of MPP with CS Manager	Wed 3/18/15	Thu 3/19/15	4 hrs	11		No	
13	Client Sent MPP	Thu 3/19/15	Thu 3/19/15	2 hrs	12		No	
14	Acquire a client acronym and password to the DSC website	Thu 3/19/15	Thu 3/19/15	40 mins	13		No	
15	Send notice to CS Manager to have Client acronym added to OnTime	Thu 3/19/15	Mon 3/23/15	2 days	14		No	
16	Enter Contact Information into CRM	Mon 3/23/15	Mon 3/23/15	40 mins	15		No	
17	Set up New Client Folder Structure on Drive J:\	Mon 3/23/15	Mon 3/23/15	1 hr	16		No	
18	Acquire Status of Hardware / Software Ordering	Mon 3/23/15	Mon 3/23/15	10 mins	17		No	
19	Prepare Issue Log	Mon 3/23/15	Mon 3/23/15	40 mins	18		No	
20	Schedule Kick-off meeting	Mon 3/23/15	Mon 3/23/15	40 mins	19		No	
21	Find Several Weekly Implementation Status Meetings Possibilities	Mon 3/23/15	Mon 3/23/15	20 mins	20		No	
22	Document Client Team	Mon 3/23/15	Mon 3/23/15	10 mins	21		No	
23	Add Contact names to CRM System from Fact Sheet/Client Kick off meeting	Mon 3/23/15	Mon 3/23/15	15 mins	22		No	
24	Completion of Internal Planning Setup	Mon 3/23/15	Mon 3/23/15	0 days	23		No	
25	Kick-Off Meeting Preparation	Mon 3/23/15	Tue 3/24/15	0.5 days			No	
26	Project Team Prepare & Review Kick-off Meeting Agenda	Mon 3/23/15	Tue 3/24/15	4 hrs	24		No	
27	Agreed Upon Meeting Time	Tue 3/24/15	Tue 3/24/15	0 days			No	
28	Meeting Time (EXTERNAL DEP)	Tue 3/24/15	Tue 3/24/15	0 days	26		No	
29	Conduct Kick-off Meeting	Wed 3/25/15	Wed 3/25/15	0.15 days			No	
30	Introductions	Wed 3/25/15	Wed 3/25/15	5 mins S+1 day			No	
31	High level Overview of Implementation Process	Wed 3/25/15	Wed 3/25/15	15 mins	30		No	

Project: New Hampshire - Sample Imp
Date: Fri 1/30/15

Task		External Task		Manual Summary Rollup	
Split		Project Summary		Manual Summary	
Milestone		External Milestone		Start-only	
Summary		Inactive Task		Finish-only	
Rollup Task		Inactive Milestone		Progress	
Rollup Split		Inactive Summary		Deadline	
Rollup Milestone		Manual Task			
Rollup Progress		Duration-only			

Attachment D

ID	Task Name	Start	Finish	Duration	Access	Resource Names	Milestone	15
32	Project Work Plan Introduction	Wed 3/25/15	Wed 3/25/15	10 mins	31		No	8
33	Set Weekly Meeting Time	Wed 3/25/15	Wed 3/25/15	10 mins	32		No	
34	Set Introduction to Client Services - OSC Information Resources meeting time	Wed 3/25/15	Wed 3/25/15	15 mins	33		No	
35	Status of Platform Environment (Ordered, Installed, Meets Req.)	Wed 3/25/15	Wed 3/25/15	15 mins	34		No	
36	Conduct Project Kickoff Meeting	Wed 3/25/15	Wed 3/25/15	0 days	35		Yes	
37	Agreed Upon Intro to CS Meeting	Fri 4/3/15	Fri 4/3/15	0 days			No	
38	Meeting Time (EXTERNAL DEP)	Fri 4/3/15	Fri 4/3/15	0 days+7 days			No	
39	Introduction to Client Services - Explain DSC Information Resources	Mon 4/6/15	Mon 4/6/15	0.27 days			No	
40	Client Acronym	Mon 4/6/15	Mon 4/6/15	20 mins	3+1 day		No	
41	Test the Client's Username and Password	Mon 4/6/15	Mon 4/6/15	10 mins	40		No	
42	Email Groups	Mon 4/6/15	Mon 4/6/15	20 mins	41		No	
43	Join Appropriate E-Mail Groups	Mon 4/6/15	Mon 4/6/15	20 mins	42		No	
44	User Groups	Mon 4/6/15	Mon 4/6/15	20 mins	43		No	
45	Knowledge Base	Mon 4/6/15	Mon 4/6/15	20 mins	44		No	
46	Client upload/download procedure (FTP site)	Mon 4/6/15	Mon 4/6/15	20 mins	45		No	
47	Completion of Introduction to CS	Mon 4/6/15	Mon 4/6/15	0 days	48		No	
48	Conduct 1st Implementation Meeting	Mon 4/6/15	Tue 4/7/15	0.27 days	+6 days	Decade	No	
49	Overview of Implementation Process mapped Project Work Plan	Mon 4/6/15	Mon 4/6/15	60 mins	47		No	
50	Review and Update Project Work Plan	Mon 4/6/15	Tue 4/7/15	90 mins	49		No	
51	Verify the Client's Usernames and Passwords	Tue 4/7/15	Tue 4/7/15	10 mins	50		No	
52	Transfer of Documentation to Client	Wed 3/25/15	Wed 4/8/15	8.61 days	29	Decade	No	
53	Client Downloads from Web Site	Tue 4/7/15	Tue 4/7/15	0.08 days	29		No	
54	Users Guide	Tue 4/7/15	Tue 4/7/15	5 mins	50		No	
55	System Setup Manual	Tue 4/7/15	Tue 4/7/15	5 mins	54		No	
56	Report Catalog	Tue 4/7/15	Tue 4/7/15	5 mins	55		No	
57	Field Definitions Manual	Tue 4/7/15	Tue 4/7/15	5 mins	56		No	
58	System Tools Manual	Tue 4/7/15	Tue 4/7/15	5 mins	57		No	
59	Financial System Manual	Tue 4/7/15	Tue 4/7/15	5 mins	58		No	
60	Field Inspection Manual	Tue 4/7/15	Tue 4/7/15	5 mins	59		No	
61	Minimum System Requirements Document	Tue 4/7/15	Tue 4/7/15	2 mins	60		No	
62	System Administration Documentation including Run Book / Administrator's Guide (latest version)	Tue 4/7/15	Tue 4/7/15	0 days	61		Yes	

Project: New Hampshire - Sample Imp. Date: Fri 1/30/15	Task		External Tasks		Manual Summary Rollup	
	Split		Project Summary		Manual Summary	
	Milestone		External Milestone		Start-only	
	Summary		Inactive Task		Finish-only	
	Rollup Task		Inactive Milestone		Progress	
	Rollup Split		Inactive Summary		Deadline	
	Rollup Milestone		Manual Task			
	Rollup Progress		Duration-only			