



State of New Hampshire

RFP

**NH Department of Health & Human Services
Division of Community Based Care Services
Bureau of Behavioral Health
(BBH)**

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

RFP 2012-053

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CONTRACT TYPE.....FIRM FIXED PRICE

PROPOSALS DUE.....October 10, 2011 by 2:30 PM EST

AT: Bureau of Behavioral Health
105 Pleasant Street-Main Bldg
Concord, NH 03301

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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.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
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 processes 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 for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Statement of Work, 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	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 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 specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
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 – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.

Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”) <ul style="list-style-type: none"> 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
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July

	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
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
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project 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
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.
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.
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 Health & Human Services Division of Community Based Care Bureau of Behavioral Health 105 Pleasant Street-Main Bldg 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 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 <u>RSA Chapter 91-A</u>
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 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 SOW.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for

	the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through June 30, 2016
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
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 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.

1. INTRODUCTION

The State of New Hampshire, acting through the Bureau of Behavioral Health (BBH), is releasing this Request for Proposal (RFP) to procure a Commercial-Off-the-Shelf (COTS) software system and associated services to provide an online website to 1) provide training and training certification to clinicians who will be administering the NH version of the Child and Adolescent Needs and Strengths Assessment (CANS) and the Adult Needs and Strengths Assessment (ANSA) instruments to 2) collect client demographic information, service utilization information and ratings gathered using the NH version of the CANS and ANSA, to 3) to develop functionality to calculate eligibility for state services; 4) develop an interface to import/export client information from the web-based system into/out of Community Mental Health Centers' (CMHCs) electronic medical records (EMRs) 5) to develop an interface to import client information into the Medicaid Management Information System (MMIS), 6) to develop an interface to export client data into Excel and to 7) generate client level, regional and statewide outcome reports with capacity for graphical presentations of data.

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

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

1.1 Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. The award will be based upon criteria, standards, and weighting identified in this RFP.

1.1.1 Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other vendors to provide any of the Services identified under this procurement.

If a Contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

1.2 Contract Term

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

The Vendor shall be fully prepared to commence work after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend through June 30, 2016. This contract term is contingent upon the availability on grant funds beginning July 1, 2011.

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

The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor 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.

1.3 Overview of General Requirements or High Level Statement of Work

The Vendor will be responsible for all aspects of the Project, including, but not limited to:

- A web-based training and certification application for the CANS and the ANSA. The web-based training and certification application needs to be available 8-hours a day, 5 days a week for all users.
- A web-based tool that gathers information on demographics, service utilization and ratings based on the NH CANS and ANSA for data collection and reporting purposes (see Appendix I-A and I-B for draft versions of the NH CANS and ANSA). It is anticipated that the NH BBH Versions of the CANS and ANSA will be modified in July 2012 and these updates will need to be incorporated in the application.
 - Clinician level reports need to include (at a minimum) an online application for completion of the CANS and the ANSA with built in decision support to assist the clinician in scoring the CANS and the ANSA.
 - Clinician level reports also need to have the capacity to create a completed CANS or ANSA evaluation for the client, print a copy for the medical record, export ratings into CMHCs' existing EMR and provide information regarding acuity of care determinations based on clinician's ratings and an established algorithm to determine eligibility for state services.
- An application that can calculate eligibility for state services using an algorithm that includes variables from the client demographics, service utilization and CANS/ANSA sections of the web-based tool.
- An application that can produce customized reports for clinicians, CMHCs, and BBH. These reports will need to be produced using a web-based interface and must also allow for data to be exported into Microsoft Excel.
 - a. For the clinician, the community mental health center, and the state, there needs to be functionality in the system to generate longitudinal comparisons of CANS and ANSA scores, for all of the individual items and domains, in a graphical format. Sample report formats can be found in Appendices I-C and I-D.
 - b. For the state reports there needs to be functionality to generate a report that shows clients by mental health region who have an active (e.g., currently effective) CANS/ANSA completed in more than one region.
- An application that can interface with the MMIS system and CMHCs' EMRs to allow for export of client-level information.

1.4 Subcontractors

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions* of this RFP. All subcontractors are subject to HIPAA and must have security and privacy policies and procedures in place.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

2. SCHEDULE OF EVENTS

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

EVENT	DATE	TIME
RFP released to Vendors (on or about)	August 22, 2011	
Vendor Inquiry Period begins (on or about)	August 22, 2011	
Notification to the State of the number of representatives attending the Optional Vendor Conference	September 5, 2011	
Non-Mandatory Vendor Conference call; location identified in <i>General Instructions</i> , Section 4.3	September 6, 2011	1 PM EST
Vendor Inquiry Period ends (final inquiries due)	September 8, 2011	
Final State responses to Vendor inquiries	September 14, 2011	
Final date for Proposal submission	October 10, 2011	2:30 PM EST
Invitations for oral presentations	October 19, 2011	
Vendor presentations/discussion sessions/interviews, if necessary	Week of October 24, 2011	
Anticipated Governor and Council approval	TBD	
Anticipated Notice to Proceed	TBD	

3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.1 Software

The State seeks to license Commercial-Off-the-Shelf (COTS) Software that can be configured for NH BBH specific needs for this Contract. Each Proposal must present Software that can fully support the required functionality listed in Appendix C: *System Requirements and Deliverables*.

3.2 Requirements

3.2.1 Appendix B: *Minimum standards for Proposal Consideration*, compliance with System requirements, use of proposed COTS Software, Vendor Implementation experience, and proposed Project Team.

3.2.2 Appendix C: *System Requirements and Deliverables*

3.2.3 Appendix D: *Topics for Mandatory Narrative Responses* for Software, technical, Services and Project Management topics.

3.2.4 Appendix E: *Standards for Describing Vendor Qualifications* including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

3.3 Deliverables

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements are provided in Appendix F: *Pricing Worksheets*. A set of required Project Deliverables organized by category is detailed in Appendix C: *System Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, technical Services, and Project Management topics.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Administrative Services, Bureau of Purchase and Property, no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire
NH Bureau of Behavioral Health
c/o Michele Harlan
105 Pleasant Street-Main Bldg
Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE
Bureau of Behavioral Health**

**RESPONSE TO BBH RFP 2012-053
State of NH CANS/ANSA Web Based Training and Data Collection System**

Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Health and Human Services Bureau of Behavioral Health Services, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Vendors are permitted to submit one (1) Proposal in response to this RFP.

All Proposals submitted in response to this RFP must consist of:

- a. One (1) original and **3** clearly identified copies of the Proposal, including all required attachments,

- b. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- c. One (1) electronic copy on CD ROM in MS WORD format.

The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

4.2 Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

Michele Harlan
Program Planning and Review Specialist
NH Bureau of Behavioral Health
105 Pleasant Street-Main Bldg
Concord, New Hampshire 03301
Telephone: (603) 271-8376
Email: Michele.A.Harlan@dhhs.state.nh.us

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. Written questions pertaining to this RFP may be submitted in writing and/or via email to the designated point of contact up until the conclusion of the Vendor Inquiry Period (see Section 2: *Schedule of Events*). Official written answers to questions (from the bidder's conference or through email) will be distributed (see Section 2: *Schedule of Events*) to all applicants who have submitted a letter of intent. In addition, the official written answers to these questions will be published on the States purchasing website: <http://admin.state.nh.us/purchasing/>; and DHHS web site as an update to this particular RFP at the following: <http://www.dhhs.ny.gov/business/rfp/index.htm>.

Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and will not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.2.1 Restriction of Contact With State Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

4.3 Vendor Conference

A non-mandatory Vendor Conference call will be held at the following location on the date and at the time identified in Section 2: *Schedule of Events*: Conference call information will be provided upon receipt of mandatory letter of intent. Call information will be sent to those who e-mail Michele.A.Harlan@dhhs.state.nh.us no later than the time specified for notification to the state of the number of representatives attending the optional vendor conference call (see Section 2: *Schedule of Events*).

All Vendors who intend to submit Proposals may participate in the Vendor Conference call. Vendors are requested to RSVP via email by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the website by the date specified as the final State responses to Vendor inquiries as specified in Section 2: *Schedule of Events*. Vendors are responsible for any costs associated with attending the Vendor Conference.

4.4 Alteration of RFP

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

4.5 RFP Addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

4.6 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

4.7 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

4.8 Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

4.9 Confidentiality of a Proposal

A Proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

4.10 Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract.

4.11 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.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

4.12 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

4.13 Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

4.14 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.15 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions* and Section 6: *General Contract Requirements*, herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's *Terms and Conditions* and any portion of the Vendor's Proposal, the State's *Terms and Conditions* shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.16 Proposal Format

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder.
- The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.
- Tabs should separate each section of the Proposal.

Exceptions for paper and font sizes are permissible for: graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

4.17 Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of Key Vendor Staff
- **Section VII:** Cost Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum (a) - *required in original Proposal only*
- **Section IX:** Appendix

4.18 Proposal Content

4.18.1 Cover Page

The first page of the Vendor's Proposal should be a cover page containing the following text:

**STATE OF NEW HAMPSHIRE
Department of Health & Human Services
Division of Community Based Care
Bureau of Behavioral Health**

**RESPONSE TO BBH RFP 2012-053
State of NH CANS/ANSA Web Based Training and Data Collection System**

The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

4.18.2 Transmittal Form Letter

The Vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

Remainder of this page intentionally left blank

State of New Hampshire Proposal Transmittal Form Letter

Company Name_____

Address_____

To: NH Bureau of Behavioral Health State Point of Contact: Michele Harlan
Telephone (603) 271-8367
Email: michele.a.harlan@dhhs.state.nh.us

RE: Proposal Invitation Name: NH Web-based Training of CANS/ANSA and Data Collection
Proposal Number: 2012-053
Proposal Due Date and Time: October 10, 2011 at 2:30 PM EST

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH Bureau of Behavioral Health 2012-053 State of NH CANS/ANSA Web Based Training and Data Collection System at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: *General Contract Requirements* and Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signor: _____ is authorized to legally obligate
Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix H and *General Contract Requirements* in Section 6, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and The Vendor has read and included a copy of RFP 2012-053 and any subsequent signed Addendum (a).

Our official point of contact is _____

Title _____

Telephone _____, Email _____

Authorized Signature Printed _____

Authorized Signature _____

4.18.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.18.4 Section I: Executive Summary

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.18.5 Section II: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

4.18.6 Section III: Responses to System Requirements and Deliverables

System requirements are provided in Appendix C: *System Requirements and Deliverables*.

Using the response tables in Appendix C, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

4.18.7 Section IV: Narrative Responses

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different deliverables of the Proposal. Discussion of each topic must begin on a new page.

4.18.8 Section V: Corporate Qualifications

Section V should provide corporate qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Section E-1: *Required Information on Corporate Qualifications* of Appendix E: *Standards for Describing Vendor Qualifications*.

4.18.9 Section VI: Qualifications of key Vendor staff

This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in Sections: E-2: *Team Organization and Designation of key Vendor staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for key Vendor staff Roles*, of Appendix E: *Standards for Describing Vendor Qualifications*.

4.18.10 Section VII: Cost Proposal

The Cost Proposal must include the following:

- The *Activities/Deliverables/Milestones Pricing Worksheet* prepared using the format provided in Table F-1 of Appendix F: *Pricing Worksheets* and any discussion necessary

to ensure understanding of data provided; This should include deliverables costed out separately for two database options to include 1) a web-based system that allows for export of data into CMHCs EMRs and 2) a web-based system that allows for import of data from CMHCs into the web-based system.

- A *Proposed Position – Initial Contract Term Vendor Rates Worksheet* prepared using the format provided in Table F-2 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Proposed Vendor Staff and Resource Hours Worksheet* prepared using the format provided in Table F-3 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Future Vendor Rates Worksheet* prepared using the format provided in Table F-4 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A copy of the Vendor's HIPAA privacy and security policies and procedures.

4.18.11 Section VIII: Copy of the RFP and any signed Addendum (a) - required in original Proposal only

4.18.12 Section IX: Appendix- This section provided for extra materials as referenced in Appendix D- Topic O-Product Literature, Topic 3-Ad Hoc/Federal Reporting, Topic 7-Interface Standards, Topic 14-Testing (For UAT Plan) and Topic 20-Status Meetings and Reports.

Remainder of this page intentionally left blank

5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

Each Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience, and qualifications of proposed candidates, and cost.

The State will issue an intent to award notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

The State will use a scoring scale of 100 points, which shall be applied to the Solution as a whole. Points will be distributed among four (4) factors:

- 40 points - Proposed Software Solution;
- 15 points – Vendor’s Technical, Service and Project Management Experience;
- 15 points – Vendor Company and Staffing Qualifications; and
- 30 points – Solution Cost (Rates and Pricing)
- 100 points - Total Possible Score.

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

- a. Consider any source of information in evaluating Proposals;
- b. Omit any planned evaluation step if, in the State’s view, the step is not needed;
- c. At its sole discretion, reject any and all Proposals at any time; and
- d. Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

5.3 Planned Evaluations

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of the Proposals and reference and background checks;
- Oral interviews and product demonstrations;
- Best and Final Offer (BAFO), if appropriate, and
- Final evaluation of Proposals.

5.3.1 Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2 Preliminary Scoring of Proposals and Reference and Background Checks

The State will establish an evaluation team to initially score Proposals, and conduct reference and background checks.

5.3.3 Oral Interviews and Product Demonstrations

Preliminary scores from the initial evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations.

For each invited Vendor, the oral interview and product demonstrations will be up to two (2) hours in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

5.3.4 Best and Final Offer (If appropriate)

The State may, at its sole option, either accept a Vendor's initial Proposal by award of a Contract or enter into discussions with Vendors whose Proposals are deemed best qualified to be considered for an award. After discussions are concluded a Vendor may be allowed to submit a "Best and Final Offer" for consideration.

5.3.5 Final Evaluation

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering. After making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor location and/or government site(s) that utilizes the Vendor Software.

5.4 Scoring Detail

The State will select a Vendor based upon the criteria and standards contained in this RFP.

5.4.1 Scoring of the Proposed Software Solution

The Vendor's Proposed Software Solution will be allocated a maximum score of 40 points. These points will include, but not be limited to, the following sub-factors for the software Solution: overall fit, functionality, and usability.

5.4.2 Scoring of Vendor Technical, Service, and Project Management Proposal

Vendor proposed Services will be allocated a maximum score of 15 points, which will include, but not be limited to, the following sub-factor narratives on: proposed technical and project management service.

5.4.3 Scoring of Vendor Company and Staffing Qualifications

Vendor qualifications (including any Subcontractors) will be allocated a maximum score of 15 points which will include, but not be limited to, the following sub-factors: corporate qualifications; organization and size of the Vendor's proposed Project Team; qualifications of the proposed Project Manager; and qualifications of proposed key Vendor staff. (See Appendix E for requirements)

5.4.4 Scoring the Software Solution Cost

Vendor proposed Software Solution cost will be allocated a maximum score of 30 points. The State will consider costs, provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet*, F-5: Cost information required in a Proposal is intended to provide a sound basis

for comparing costs. The costs reflect the whole solution, which should include estimates for clinician training, certification testing, certification tracking, data collection, report generation (e.g., clinician, agency, state level reports), and support and maintenance.

6. GENERAL CONTRACT REQUIREMENTS

6.1 State of NH Terms and Conditions and Contract Requirements

The Contract requirements set forth in Section 6: *General Contract Requirements*, herein and the *State of New Hampshire Terms and Conditions* contained in Appendix H shall constitute the core for any Contract resulting from this RFP.

6.2 Vendor Responsibilities

The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions*. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.3 Project Budget/Price Limitation

The State has funds budgeted for this Project, subject to Section 5: *Contract Price/Price Limitation/Payment* contained in Appendix H: *State of New Hampshire Terms and Conditions*.

6.4 State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware.

6.5 Vendor Staff

In the Proposal the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: *System Requirements and Deliverables* and Appendix E: *Standards for Describing Vendor Qualifications*.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within 2 hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's key Project Staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.

6.6 Work Plan

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, resource requirements from vendor and state, major milestones, task dependencies, and payment schedule. A final Work Plan will be due 10 business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

6.7 Change Orders

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

A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

6.8 Deliverables

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Section 6.10: *Testing and Acceptance* herein.

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

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.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

6.8.1 Written Deliverables Review

The State will Review the Written Deliverables for an Acceptance Period of 10 business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the 10 day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within 10 business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have 10 business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

6.8.2 Software Deliverables Review

Described in Section 6.10: *Testing and Acceptance*.

6.8.3 Non-Software Deliverables Review

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within 10 business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

6.9 Licenses

The State has defined the Software license grant rights, terms and conditions, and has documented the evaluation criteria.

6.9.1 Software License Grant

The Software License shall grant 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.

6.9.2 Software and Documentation Copies

The Vendor 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 the Vendor on such copies.

6.9.3 Restrictions

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

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

6.9.4 Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

6.9.5 Third Party

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Section 6: *General Contract Requirements* and Appendix H: *General Provisions Form*.

6.10 Testing and Acceptance

The State requires that an integrated and coherent approach to complete system testing, security review and testing, deficiency correction, acceptance, and training, and that warranty services be provided to ensure a successful project.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will 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. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-1 for Testing Requirements

6.10.1 Remedies

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Section 6.15.2.1,

and the State Shall have the right, at its option, to pursue the remedies in Section 6.15.2.2 as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

6.10.2 System Acceptance

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

6.11 Warranty

6.11.1 Warranty Period

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

For subsequent modules or functions, the Warranty Period will extend for the term of the contract after each of the remaining major functions or modules, integrated successfully with the entire System, receives a Letter of Acceptance from the State.

If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

6.11.2 Warranties

6.11.2.1 System

The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

6.11.2.2 Software

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

6.11.2.3 Non-Infringement

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

6.11.2.4 Viruses; Destructive Programming

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

6.11.2.5 Compatibility

The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

6.1.11.2.6 Professional Services

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

6.11.3 Warranty Services

The Vendor shall agree 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 and 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, terms, and requirements 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. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) business hours per day and five (5) days a week with an email / telephone response within two (2) business hours of request, with assistance response 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 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;
- f. 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
- g. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5)

business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) to declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, pursuant to Section 6.15.2.1 and 6.15.2.2, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

6.12 Ongoing Software Maintenance and Support Levels

The Vendor shall maintain and support the system in all material respects as described in the applicable program documentation for five (5) years of maintenance after delivery and the warranty period of the term of the contract.

The Vendor will not be responsible for maintenance or support for Software developed or modified by the State.

6.12.1 Maintenance Releases

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.

6.12.2 Vendor Responsibility

The Vendor shall 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 (Telephone Support)

For all Class A Deficiencies, Vendor shall provide, to the State, on-call telephone assistance, with issue tracking, eight (8) business hours per day and five (5) days a week with an e-mail / telephone response within two (2) business hours of 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) business 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.

The vendor will provide phone support for State staff as well as CMHCs' clinical staff during normal business hours as outlined in this document.

- 6.12.3** The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 6.12.4** 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, and 8) Issue identified by.
- 6.12.5** 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.
- 6.12.6** If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant 6.15.2.1, and the State shall have the right, at its option, to pursue the remedies in 6.15.2.2, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request
- 6.12.7** If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant 6.15.2.1, and the State shall have the right, at its option, to pursue the remedies in 6.15.2.2.

6.13 Administrative Specifications

6.13.1 Travel Expenses

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

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

6.13.2 Shipping and Delivery Fee Exemption

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

6.13.3 Project Workspace and Office Equipment

The State will provide the following workspace and office equipment for the Project:
Not Applicable

6.13.4 Work Hours

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

6.13.5 Access/Cooperation

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

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

6.13.6 State-Owned Documents and Data

The Vendor 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, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

6.13.7 Intellectual Property

The State specifically recognizes that the Licensed Software, all improvements thereto, all customizations thereof, and all upgrades are deemed for the purposes of this Contract to be the property of the Vendor and that all proprietary rights thereto are reserved and shall remain the sole and exclusive property of the Vendor, and that no proprietary rights are being acquired, granted or transferred hereunder. In this regard, the State specifically understands and agrees that it shall use the Licensed Software only in accordance with the terms of this Contract, that no source program statements and/or documentation will be delivered or furnished to it and that in no event shall it be permitted to see the same or have access thereto.

6.13.8 IT Required Work Procedures

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

6.13.9 Computer Use

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

- a. 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 Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Vendor 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 Vendor 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 the Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Vendor 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.

6.13.10 Email Use

Mail and other electronic communication messaging systems are State property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems”. Vendors understand and agree that use of email shall follow State standard policy (available upon request).

6.13.11 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).

6.13.12 Regulatory/Governmental Approvals

Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

6.13.13 Force Majeure

Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

6.13.14 Confidential Information

- 6.13.14.1** In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. “State Confidential Information” shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: *5 Exemptions*). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor’s performance under the Contract.

- 6.13.14.2** The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.

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

- 6.13.14.3** Any disclosure of the State’s information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State’s Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

- 6.13.14.4** In the event of unauthorized use or disclosure of the State’s Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

- 6.13.14.5** Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and review of the Vendor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor’s sole responsibility and at the Vendor’s sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State’s notice to the Vendor without any State liability to the Vendor.

6.13.14.6 Survival

This Contract Agreement, Section 6.13.14: *Confidential Information* shall survive the termination or conclusion of a Contract.

6.14 Pricing

6.14.1 Activities/Deliverables/Milestones Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. This should include deliverables costed out separately for two database options to include 1) a web-based system that allows for export of data into CMHCs EMRs and 2) a web-based system that allows for import of data from CMHCs into the web-based system. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: *Pricing Worksheets*.

6.14.2 Software Licensing, Maintenance, Enhancements, and Support Pricing

The Vendor must provide the minimum Software support and Services through Software licensing, maintenance, Enhancements, and support as detailed in Section 6.12: Ongoing *Software Maintenance and Support Levels*.

For Software licensing, maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F: *Pricing Worksheets*, under Appendix F-5: *Software Licensing, Maintenance, and Support Pricing*, as Table F-5: *Software Licensing, Maintenance, and Support Pricing Worksheet*.

6.14.3 Invoicing

The Vendor 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 written approval, which shall not be unreasonably withheld. The Vendor 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.

6.14.4 Overpayments to the Vendor

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

6.14.5 Credits

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

6.14.6 Records Retention and Access Requirements

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

The Vendor 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. The Vendor 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 appeals period. The Vendor and its Subcontractors shall retain and maintain HIPAA policies and procedures related to security and privacy.

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

6.14.7 Accounting Requirements

The Vendor 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 the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

6.15 Termination

6.15.1 Termination

This section 6.15 shall survive termination or Contract conclusion.

6.15.2 Termination for Default

6.15.2.1 Any one or more of the following acts or omissions of the Vendor 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

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

6.15.2.2.1 Unless otherwise provided in the Contract, the State shall provide the Vendor 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 the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

6.15.2.2.2 Give the Vendor 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 the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor.

6.15.2.2.3 Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

6.15.2.2.4 Treat the Contract as breeched and pursue any of its remedies at law or in equity, or both.

6.15.2.2.5 Procure Services that are the subject of the Contract from another source and the Vendor 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.

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

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

6.15.2.4.1 Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price.

6.15.2.4.2 Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two (2X) the total Contract price. Notwithstanding the foregoing, this limitation of liability shall not apply to the Vendor's obligations under Appendix H: Section 13: *Indemnification*.

6.15.2.5 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.

6.15.3 Termination for Convenience

6.15.3.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, 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 will be paid, in whole or in part, generally in accordance with Appendix F: *Pricing Worksheets*.

- 6.15.3.2** During the thirty (30) day period, the Vendor shall wind down and cease its 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.

6.15.4 Termination for Conflict of Interest

- 6.15.4.1** 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 the Vendor did not know, or reasonably did not know, of the conflict of interest.

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

6.15.5 Termination Procedure

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

- 6.15.5.2** After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

- a.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- b.** Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c.** Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d.** Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and

- e. Provide written certification to the State that Vendor has surrendered to the State all said property.

6.16 Limitation of Liability

6.16.1 State

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

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

6.16.2 The Contractor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provision* in Appendix H. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the *Contract Agreement Part 1- Section 13: Indemnification* and confidentiality obligations in *Contract Agreement-Part 2-Section 6.13.14: Confidential Information*, which shall be unlimited.

6.16.3 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.

6.16.4 Survival

This *Contract Agreement*, Section 6.16 *Limitation of Liability* shall survive termination or Contract conclusion.

6.17 Change of Ownership

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

6.18 Assignment, Delegation and Subcontracts

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an event of default at the sole discretion of the State.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all

obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any event of default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

6.19 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

<u>LEVEL</u>	<u>VENDOR</u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	TBD	Michele Harlan Project Manager	5 Business Days
First	TBD	Erik Riera Project Sponsor	10 Business Days
Second	TBD	Nancy Rollins Associate Commissioner	15 Business Days

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

6.20 Venue and Justification

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

6.21 Project Holdback

The State will withhold **10%** of the agreed Deliverables pricing tendered by the Vendor in this **FIRM FIXED PRICE** engagement until successful completion of the Warranty Period as defined in Section 6.11.1: *Warranty Period*.

6.22 Escrow of Code

Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor's Proposal for review by the State. The escrow agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- the Vendor has made an assignment for the benefit of creditors;
- the Vendor 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 the Vendor's assets; or
- d. the Vendor or its Subcontractor 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. Vendor defaults under the Contract; or
- f. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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APPENDIX A: BACKGROUND INFORMATION

A-1 Bureau of Behavioral Health

New Hampshire's community mental health service system is organized under the Department of Health and Human Services. The Bureau of Behavioral Health is the State Mental Health Authority (SMHA), which ensures the provision of efficient and effective services to those individuals who have a severe mental illness (SMI) or serious emotional disturbance (SED). The Department of Health and Human Services (DHHS) and the Bureau of Behavioral Health are located in Concord, NH.

The Bureau of Behavioral Health is part of the Division of Community Based Care Services (DCBCS). The DCBCS provides a wide array of community supports and services in partnership with community systems. The Division include: the Bureau of Behavioral Health, the Bureau of Developmental Services, the Bureau of Drug and Alcohol Services, the Bureau of Elderly and Adult Services, the Bureau of Homeless and Housing Services, Community Based military Programs, Disability Determination Unit, and New Hampshire Hospital.

New Hampshire's SMHA is responsible for planning, coordinating services, contracting, regulating, and monitoring the State's system of public mental health services for individuals across the lifespan. New Hampshire Statutes and Administrative rules detail the Bureau's authority in relation to other State agencies. New Hampshire statute Chapter 135-C, Section 135-C:3 establishes the State mental health services system. Through interagency agreement, BBH maintains specific management and administrative authority over the Medicaid Program for community mental health services.

At a local level the majority of community-based mental health services are delivered by Community Mental Health Centers (CMHCs), which are private, non-profit mental health agencies that contract with the Bureau of Behavioral Health. The state is apportioned into ten mental health service areas (Regions I through X); statewide coverage is provided by the location of one CMHC in each of the ten regions. New Hampshire is home to approximately 1,324,574 people. In FY09 49,953 individuals were provided services through their local community mental health center.

Peer Support Agencies (PSAs) are community-based private not-for-profit agencies contracted with BBH to provide peer-to-peer support by people with mental illness, to people with mental illness in the mutual process of recovery.

New Hampshire Hospital (NHH) is fully accredited public state-operated psychiatric facility with 202 certified beds serving children, adults and elderly populations. It is the only freestanding facility in the State serving this population. It is managed in clinical partnership with Dartmouth Medical School. NHH provides psychiatric care in three program areas: hospital-based services for teens 14 and over and adults; services for NHH client's residing in transitional housing that is located on the grounds, and effective July 2010, children's inpatient services. The children's program was located into a separate unit in the hospital. The objective of all programs is the reintegration of all persons into the community.

Project Overview/Justification

Goals and Objectives for Web-based Training of CANS/ANSA and Data Collection

1. **Specific tools that will be implemented in NH** Both the CANS and the ANSA will be implemented on a statewide bases. We will be working with Dr. John Lyons to develop a New Hampshire version of each instrument. Dr. Jeffrey Lyons, is a national trainer and developer of the Child and Adolescent Needs and Strengths (CANS) and the Adult Needs and Strengths Assessment (ANSA).
2. **Anticipated timeframe** for developing a NH version for the CANS and the ANSA: June of 2011 for a first version with planned revisions to occur by July 2012.
3. **Number of Community Mental Health Centers** in NH: 10
4. **Projected Number of certified CANS clinicians:** Approximately 400
5. **Projected Number of certified ANSA clinicians:** Approximately 300
6. **Locations of Primary users:** Community Mental Health Centers, and approximately 5 staff at the State of New Hampshire, Bureau of Behavioral Health.
7. **Number of anticipated CANS assessments annually:** Approximately 25,000 anticipated with the current frequency of evaluations, but we anticipate making changes to the frequency required which will likely double the amount of anticipated evaluations completed.
8. **Number of anticipated ANSA assessments annually:** Approximately 20,000 anticipated with the current frequency of evaluations, but we anticipate making changes to the frequency required which will likely double the amount of anticipated evaluations completed.
9. **Anticipated frequency for the CANS and ANSA completion:** We are currently anticipating completion of these tools every 3-months.
10. **Features the State of New Hampshire is interested in:** a web-based application to:
 - a) Provide clinicians with training in rating the CANS and the ANSA
 - b) Provide clinicians with access to testing for certification in administering the CANS and ANSA and provide information on certification.
 - c) Provide a data collection tool for capturing client-level information demographics, service utilization and ratings on the NH CANS and ANSA.
 - d) Provide a tool to calculate eligibility categories based on demographic information, service utilization data and ratings on the CANS/ANSA.
 - e) Provide a tool to generate reports that can be customized to different system users with varying levels of permission to access data.
 - f) Provide interface capability to allow data to be imported into CMHCs' EMRs, Microsoft Excel and the MMIS system. Exports to CMHCs' EMRs will need to include all demographic, service utilization information and ratings on the CANS/ANSA. Exports to the MMIS system will include, but not necessarily be limited to the following data elements: first name, last name, Medicaid number, date of birth and eligibility category (e.g., SMI, SPMI, SED, SED-IA), and effective date of eligibility (i.e., the date the CANS/ANSA was completed).
11. **Hosting Capacity:** The Bureau of Behavioral Health is anticipating that the vendor will host the training application and the data collection application.
12. **Functionality of the Data Collection application:** We are looking for an application that can produce reports for the clinician, the community mental health center, and state level reports for the Bureau of Behavioral Health. We are also looking for an application

with functionality that enables data to be exported or imported from/into CMHCs' EMRs and the State's MMIS system.

- a) For the clinician, the community mental health center, and the state, there needs to be functionality in the system to generate longitudinal comparisons of CANS and ANSA scores, for all of the items and domains, in a graphical format. Sample report formats can be found in Appendix I.
- b) Clinician level reports also need to have the capacity to create a completed CANS or ANSA evaluation for the client, print a copy for the medical record, export ratings into CMHCs' existing EMR and provide information regarding acuity of care determinations based on clinician's ratings.
- c) Clinician, CMHC, and State level reports also need to include functionality to create longitudinal comparisons of client level of functioning by item and domain.
- d) CMHC and State level reports should include an option to produce a report listing individuals with *active* CANS or ANSA assessments in more than one CMHC.

A-2 Department of Information Technology and Technology Status

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

A-2.1 New Hampshire Information Technology Plan (NHITP)

The Department of Information Technology published a State of New Hampshire Information Technology Plan (NHITP). The New Hampshire Information Technology Plan contains the vision, goals, and strategy for the electronic delivery of government services on the Internet and details future e-government direction and implementation strategy. The NHITP helps government leaders anticipate and respond to significant external changes, accelerates IT learning across State agencies, and leverages investments in information technology across State agencies.

A-2.2 Technical Architecture

Components of the State's technical architecture include:

- **State Network Environment:** The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, wireless, Voice over IP (VOIP) and Virtual Private Network (VPN) technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- **Internet Access:** All State agencies are connected to the State's intranet, which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some agencies additionally have their own Internet service providers. PCI Compliance is also an element in this effort.

A-2.3 Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the New Hampshire Statewide Strategic Information Technology Plan, and the State's e-Government Architecture Plan.

This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

A-3 Related Documents Required at Contract time

- a. Certificate of Good Standing/Authority (Appendix G-2–item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html
- b. Certificate of Vote (Appendix G-2-Item B)
- c. Proof of Insurance Compliance with Appendix H: *State of New Hampshire Terms and Conditions-P-37*, Section 14: *Insurance*.

A-4 State Project Team

State high-level staffing for the Project will include:

A-4.1 Project Sponsor

The Project Sponsor, Erik Riera, BBH Administrator, and Nancy Rollins, Associate Commissioner, will be responsible for securing financing and resources, addressing issues brought to their attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-4.2 State Project Manager

The State Project Manager will be responsible to the Project Sponsor for everything that the Project does or fails to do, and has the primary responsibility for seeing to the Project's success.

Major duties include:

- Leading the Project;
- Promoting the Project statewide;
- Developing Project strategy and approach;
- Engaging and managing all Vendors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Submission requirements

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked “ORIGINAL” and the copies marked “COPY” as defined in Section 4.1: *Proposal Submission, Deadline and Location Instructions*
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception
- The proposed escrow agreement shall be submitted with the Vendor’s Proposal for review by the State.

B-2 Compliance with System Requirements

System requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor’s Solution must be able to satisfy **all mandatory requirements** listed.

B-3 Current Use of Vendor Proposed Software – Current Implemented Sites of Vendor proposed software

Components that constitute the Vendor’s proposed Software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State of New Hampshire.

B-4 Vendor Implementation Service Experience

The Vendor must have completed the Vendor proposed Software Implementation for at least one (1) government client comparable in size and complexity to the State of New Hampshire within the last three (3) years. The specific Vendor proposed Software version and functionality must be described.

B-5 Proposed Project Team

The proposed Project Team must include individuals with substantial experience in:

- Training for Community Mental Health Center clinicians
- Data collection and outcome monitoring for adults with severe mental illness (SMI), and children/adolescents with serious emotional disturbance (SED).
- Expertise in generating reports and report writing
- Expertise in data base management.

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted to include Subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

See Section A1 of Appendix A.

C-2 REQUIREMENTS

Vendors shall complete a checklist based on the following format.

Table C-2 General Requirements – Vendor Response Checklist

General requirements pertain to personnel, facilities and conditions of the development environment

Vendors shall complete a checklist based on the following format. Indicate whether the requirement is included in the Solution without modification (Y), with modification (M), or not at all (N) and add additional information in the Vendor Comments column. If modifications are needed to meet requirements, those modifications must be included in the cost.

Table C-2 System Requirements –Vendor Response Checklist

REQ #	Requirement/Deliverable	M/O	Y/M/N (see above)	Vendor Comments
	FUNCTIONAL REQUIREMENTS			
F-1	Ability to store multiple versions of the CANS and/or ANSA for individual clients.	M		
F-1.a	Ability to generate clinician level reports on the CANS/ANSA that summarize information longitudinally at both the item- and domain levels	M		
F-1.b	Ability to generate CMHC level reports on the CANS/ANSA that summarize aggregate data on clients, that is can be sorted by clinician, program and other variables captured in the CANS/ANSA. These reports should summarize information longitudinally at both the item- and domain levels.	M		
F-1.c	Ability to generate State level reports on the CANS/ANSA that summarize aggregate data on clients, that is that can be sorted by clinician, program, CMHC and other variables captured in the CANS/ANSA. These reports should summarize information longitudinally at both the item- and domain levels.	M		
F-1.d	For the clinician, the community mental health center, and the state, there needs to be functionality in the system to generate longitudinal comparisons of CANS and ANSA scores, for all of the items and domains, in numeric and graphical formats.	M		
F-2	The online application for completion of the CANS and ANSA must gather information included in the NH version of the CANS/ANSA, demographic information and information on service utilization.	M		
F-2.a	The online application must have functionality	M		

	to enable clinician's to edit/update a CANS/ANSA assessment for a client.			
F-2.b	The online application for completion of the CANS and ANSA must include built in decision support to assist clinicians in scoring.	M		
F-2.c	The online application must have the capacity to create a completed CANS or ANSA evaluation for the client that can be printed.	M		
F-2.d	The online application must have the capacity to allow clinicians to import/export client-level information to/from a CMHCs electronic medical record using open source file type such as XML.	M		
F-2.e	The web-based system must have the capacity to determine eligibility for state services using formulas provided by NHBBH that include data related to demographics, service utilization and ratings on the CANS/ANSA.	M		
F-2.f	Hosting of the site for training and certification.	M		
F-2.g	The web-based system must have the capacity to produce reports identifying clients who have an active CANS or ANSA in the system for more than one CMHC.	M		
F-3	Video tutorials featuring Dr. Lyons for the BBH versions of the CANS and ANSA.	M		
F-3.a	Practice vignettes for the NH BBH version of the CANS/ANSA.	M		
F-3.b	Certification vignettes for the NH BBH version of the CANS/ANSA.	M		
F-3.c	Practice tests that will show user correct scores for items user has scored incorrectly.	M		
F-3.d	Functionality to provide reports identifying certified users sorted by provider, region, or any other collected demographic requested.	M		
F-3.e	Functionality to provide annual reminders to account holders to complete recertification.	M		
F-3.f	Printable certificate of reliability in administering the CANS and/or ANSA authorized by Dr. Lyons	M		
F-3.g	User account to include total test history; practice tests taken, certification tests taken, scores, etc.	M		
F-3.h	Hosting of the site for training and certification.	M		
F-4	Designated liaison for content issues; designated liaison for technical issues	M		
F-5	Security function to ensure limited access to data for reporting purposes that complies with HIPAA regulations.	M		
	GENERAL REQUIREMENTS			
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M		
G-2	Vendor shall provide Project Staff as specified in the	M		

	RFP.			
G-3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than weekly	M		
G-4	Vendor shall provide detailed <i>weekly</i> status reports on the progress of the Project, which will include expenses incurred year to date.	M		
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. (WORD format)	M		
	TECHNICAL REQUIREMENTS			
T-1	Web-based compatible and in conformance with the following W3C standards: XHTML 1.0 CSS 2.1 XML 1.0 (fourth edition)	O		
T-2	GUI Interface Technologies	M		
T-3	Accessible via standard operating systems (Windows XP/Windows 7 etc. based on defined system users)	M		
T-4	Compatible with Internet Explorer 7.0 or greater and industry Standard browsers used by the system users	M		
T-5	Appropriate Secure Sockets Layer (SSL) or other secure transport mechanism to encrypt protected data in a way that complies with HIPAA regulations.	M		
	SECURITY REQUIREMENTS			
S-1	Verify the identity or authenticate all of the System client applications before allowing use of the System to prevent access to inappropriate or confidential data or services.	M		
S-2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M		
S-3	Enforce unique user names.	M		
S-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>	M		
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M		
S-6	Encrypt passwords in transmission and at rest within the database.	M		
S-7	Expire passwords after 90 days	M		
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M		

S-9	Provide ability to limit the number of people that can grant or change authorizations	M		
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M		
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project). The results of these tests will be submitted to DoIT for review and approval.	M		
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M		
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M		
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for twelve months.	M		
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M		
S-16	Use only the Software and System Services designed for use.	M		
S-17	The application Data shall be protected from unauthorized use when at rest.	M		
S-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M		
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M		
S-20	Create change management documentation and procedures.	M		
S-21	The transmission and storage of data for the purposes of administering the CANS and ANSA and reviewing and generating data for reports must be conducted in a way that complies with applicable HIPAA regulations.			
HOSTING REQUIREMENTS - OPERATIONS				
H-1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via Internet Browser	M		
H-1.a	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M		
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.	M		

	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State.			
H-2.a	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider. .	M		
H-3	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M		
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	O		
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	O		
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M		
H-7	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M		
H-8	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M		
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M		
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M		
H-11	Vendor must monitor the application and all servers.	M		
H-12	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M		
H-13	Vendor shall install and update all server patches,	M		

	updates, and other utilities within 30 days of release from the manufacturer.			
H-14	Vendor shall monitor System, security, and application logs.	M		
H-15	Vendor shall manage the sharing of data resources.	M		
H-16	Vendor shall manage daily backups, off-site data storage, and restore operations.	M		
H-17	The Vendor shall monitor physical hardware.	M		
H-18	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M		
	HOSTING REQUIREMENTS – DISASTER RECOVERY			
H-19	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M		
H-20	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M		
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M		
H-22	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M		
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M		
H-24	Scheduled backups of all servers must be completed on a daily basis.	M		
H-25	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M		
H-26	Back-up media must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M		
H-27	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M		
H-28	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M		
	HOSTING REQUIREMENTS – NETWORK ARCHITECTURE			
H-29	The Vendor must operate hosting Services on a network offering adequate performance to meet the	M		

	business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.			
H-30	The Vendor shall provide network redundancy deemed adequate by the State through review and approval by DoIT, by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M		
H-31	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M		
H-32	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M		
H-33	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M		
HOSTING REQUIREMENTS - SECURITY				
H-34	The Vendor shall employ security measures consistent with industry standard best practices to ensure that the State's application and data is protected.	M		
H-35	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M		
H-36	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M		
H-37	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. The vendor will provide an overview that will be presented to the State's Department of Information Technology. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M		
H-38	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M		

H-39	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M		
H-40	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M		
H-41	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M		
H-42	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M		
H-43	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M		
	HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT			
H-44	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M		
H-45	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M		
H-46	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M		
H-47	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:00pm- Monday thru Friday EST.	M		
H-48	The Vendor response time for support shall conform to the specific deficiency class as described in Section 1.1.2 <i>Vendor Responsibility</i> .	M		
H-49	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M		
H-50	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M		
H-51	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at	M		

	which time all relevant server patches and application upgrades shall be applied.			
H-52	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M		
H-53	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M		
H-54	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.	M		
H-55	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M		
H-56	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M		
H-57	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within thirty (30) days of release by their respective manufacturers.	M		
H-58	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: O Server up-time o All change requests implemented, including operating system patches o All critical outages reported including actual issue and resolution o Number of deficiencies reported by class with initial response time as well as time to close.	M		
H-59	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M		
H-60	The vendor will ensure sub-second response time at a server level	M		

C-3 DELIVERABLES

Table C-3 Deliverables Vendor Response Checklist

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE	PAYMENT
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES		
Project Work Plan including milestones	Within 5 days of contract award	
Kickoff Meeting- Review contract and Project deliverables, review client responsibilities, review project work plan and implementation schedules.	Within 10 days of contract award	
Design documentation		
Communications Plan and Business Process Workflow		
System Test Plan and methodology		
Bi-Weekly status reports & updates to the Project Work Plan	ongoing	
SYSTEM SOFTWARE:		
Software Licensing Agreements and Documentation		
Interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel and CMHCs' EMRs.		
Interface to produce required reports for the NH MMIS system through export of data from web-based database into Microsoft Excel or directly into the MMIS system.		
IMPLEMENTATION:		
Set up and configure software for New Hampshire		
Implement required reports		
ACCEPTANCE TESTING:		
Develop, test and maintain any scripts required for User Acceptance Testing		
Perform Security Testing		
Perform Volume and Stress Testing		
Support the State during User Acceptance Testing		
Report testing (e.g. State defined reports, core reports, and adhoc reporting)		
WRITTEN DOCUMENTATION / REPORTS (HARDCOPY AND CDROM)		
Users Operation Manual		
Knowledge transfer package documentation and review (a system overview review as well as all planning documents, system		

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE	PAYMENT
documentation, training resources and testing results created for the project))		
SYSTEM TRAINING		
Training plan and schedule	Per agreed upon Schedule	
Training of users and administrators	Per agreed upon Schedule	
On-going System Access and Support		
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 1	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 2	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 3	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 4	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 5	
PROJECT CLOSE OUT		
Closeout Meeting	On or about June 30, 2016	
Holdback payment		10% holdback
TOTAL		

APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

Topic	Page Limit
Proposed Software Solution	
Topic 0 - Product Literature	1
Topic 1 - Software Architecture	2
Topic 2 - Software Releases	3
Topic 3 - Ad Hoc / Federal Reporting	5
Topic 4 - System Security	5
Topic 5 - Hosted System	5
Technical, Services and Project Management Experience	
Topic 6 - IT Standards	2
Topic 7 - Interface Standards	6
Topic 8 - Backup and Recovery	2
Topic 9 - Assurance of Business Continuity	3
Topic 10 - Archiving	2
Topic 11 - Environment Setup	2
Topic 12 - Implementation Approach	5
Topic 13 - Testing	5
Topic 14 - User Training Approach	5
Topic 15 - Help Desk Support	3
Topic 16 - System Acceptance Criteria	6
Topic 17 - Status Meetings and Reports	3
Topic 18 - Risk and Issue Management	3
Topic 19 - Scope Control	2
Topic 20 - Preparation of State Staff	3
Topic 21 - Quality Assurance Approach	6
Topic 22 - Work Plan	No Limit
Topic 23 – Support and Maintenance	2

D-1 PROPOSED SOFTWARE SOLUTION

This section provides a series of topics related to the proposed Software Solution that the State of New Hampshire will consider.

Topic 0 – Product Literature

Response Page Limit: 1

Provide an appendix with sales literature describing the functionality of the proposed Software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

Topic 1 – Software Architecture

Response Page Limit: 2

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

The State prefers a Web-based System, with a browser as the principal user interface mechanism. Provide a description of the technical architecture of the proposed Solution. The following topics, at a minimum, should be addressed:

- Is the proposed Software based upon an n-tiered, browser-based architecture?
- Does any part of the proposed Solution require Software (other than a browser) to be installed on the client workstation? If yes, describe Software that must be installed and the access authorization level required to install it.
- What application servers are used to support the proposed Solution?
- What add-on or third-party Software is required to support the functionality desired?
- What programming languages are used for development, configuration, and customization of the proposed Solution?
- What components of the software are proprietary?

Topic 2 – Software Releases

Response Page Limit: 3

The State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

- What types (maintenance, enhancement, other) of releases are planned?
- What is the historical (past 3 years) and expected frequency of each type of new release?
- What is the version of the current release?
- How is the content of future releases determined?
- How is the content of a release communicated to the client?
- Do government clients have input through a users' group or some other mechanism?
- Are enhancements made for specific clients included in future releases?
- What specific enhancements are planned for release within the next 24 months?
- What resources, planning, and technical skills are required to install a release of each type?
- Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?
- Do configuration settings carry forward from one release to the next or must they be reinstalled?
- Do patches carry forward from one release to the next, or must they be reinstalled?
- How long is a release supported?

Topic 3 – Ad Hoc/Federal Reporting

Response Page Limit: 5

The State will evaluate reporting capabilities for robustness, ease of use and impact on transaction processing. It will also evaluate the degree to which standard federal reports are incorporated into the Software.

In this Software Solution, the State seeks capability to produce ad hoc reports from the production System. Provide an overview of the ad hoc reporting capability to be provided in the proposed Solution. If a third-party tool is employed, identify and describe the tool. Discuss capability, sophistication, and ease of use, including training required.

Discuss how support is provided for ad hoc reporting without disruption to processing of transactions. Describe how the following needs are addressed:

- Ad hoc reporting;
- Online analytical processing (OLAP);
- Creation of Data extracts, and
- Historical reporting.

Topic 4 - System Security

Response Page limit: 5

The State will evaluate the degree to which System issues can be avoided.

Software Systems must be reliable, regardless of how they are delivered. The State's workers and citizens expect government services and information to be reliable and available on an ongoing basis to ensure business continuity. Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

- The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
- The authorization methods used to ensure that users and client applications can only access Data and services for which they have been properly authorized.
- The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
- The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
- The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
- The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
- The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
- The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.

- The testing methods conducted to load and stress test your software to determine its ability to withstand Denial of Service (DoS) attacks.
- Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
- The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, operating System services, etc.) thereby reducing the software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
- The organization and operation of user rights and access to data contained in the system.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

- What process or methodology is employed within the proposed Software to ensure Data integrity?
- To what degree does the approach rely on System assurance capabilities of the relational database management system (RDMS)?
- If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?
- What out-of-the-box system assurance reports are provided for online and offline processing?
- What policies and procedures are/will be implemented to ensure that the data system conforms to HIPAA regulations and Federal Behavioral Health information statutes and regulations.

Topic 5 – Hosted System

Response Page limit: 5

The State will evaluate the degree to which the hosted System will suit its needs.

Describe the hosting plan including hardware and software platforms, software utilities, telecommunications resources, security measures and business continuity plans. Include a description of servers, computers, software, programming capability and other equipment and technical resources which will be used to design, develop, implement and maintain the application. Provide the type and speed of the connection including information on redundancy, disaster recovery and security.

D-2 Technical, Services and Project Management Experience

This section provides a series of technical topics that the State of New Hampshire will evaluate. A maximum length of response for each topic is defined.

Topic 6 – IT Standards

Response Page Limit: 2

The State will evaluate the degree to which IT standards used in the Vendor provided product are compliant with other State Systems, or utilize existing State standards. Identify whether standards employed are national in origin or are unique to the proposed Software.

Topic 7 – Interface Standards

Response Page Limit: 6

The State will evaluate the ease of interfacing custom Software from State agencies and business partners with the proposed Vendor Solution product.

The State anticipates that some agencies and business partners will need to interface custom Software to the System. Describe the mechanisms and tools included in the proposed System to implement these interfaces. Be sure to address the following aspects of this topic:

- What types of interfaces are possible with the proposed System (e.g., online, batch, etc.)?
- How will the proposed System interface with the State Medicaid Management Information System (MMIS)?
- How will the proposed System interface with the CMHCs' EMRs?
- How will the proposed System export data into Microsoft Excel?
- What Data is available to other systems? What Data may be imported/updated from other systems?
- What tools are provided with the System for the development of interfaces?
- What programming languages and/or query languages are required for development of interfaces?
- What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed Software?
- Are there any constraints upon the timing of batch interfaces?
- Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.
- What standard interface format is used with the proposed Software? What degree of flexibility is available?

Topic 8 – Backup and Recovery

Response Page Limit: 2

The State will evaluate the degree to which proposed backup and recovery processes protect mission-critical Data, ease of use of these processes, and impact of these processes on operation of the System.

The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

- Use of and method for logging and journalizing;
- Single points of failure and recommended approaches for their elimination;
- Approach to redundancy; and

Topic 9 – Assurance of Business Continuity

Response Page Limit: 3

The State will evaluate the degree to which the plan proposed to assure business continuity and mitigates risk to the State.

- The State wishes to employ a hosted solution and the vendor will be responsible for appropriate business continuity. This should be a standard aspect of the vendor's hosted solution and should be fully outlined.

Topic 10 – Archiving

Response Page Limit: 2

The State will evaluate the degree to which the proposed archiving and retrieval scheme balances response time, or offline and online processing with the value of accessing historical Data.

- The Vendor will be expected to provide and implement an archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical Data. Describe the scheme (online and off line) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of Data selected by the State in an off-line format. Provide a methodology and appropriate tools for the retrieval of the off-line formatted Data.

Topic 11 – Environment Setup

Response Page Limit: 2

The State will evaluate whether proposed environments are sufficient to satisfy Project needs.

- Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the COTS Software System, including all necessary training.
- The State believes that additional Software license fees solely related to establishing environments for normal activities would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Topic 12 – Implementation Approach

Response Page Limit: 5

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

- Provide one or more feasible Implementation plans. For each plan provided:
 - a. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
 - b. Discuss cost implications of the plan, including implications on maintenance fees; and
 - c. Address the level of risk associated with the plan.

Identify the Implementation Plan used as a basis for the cost Proposal.

Topic 13 – Testing

Response Page Limit: 5 – Appendix Required

The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed Defect tracking and resolution process. The ability of the State Project leadership to participate in analysis, classification, and establishment of priorities for suspected Defects will also be evaluated.

State staff will conduct Acceptance Testing, but support from the selected Vendor is required, refer to Appendix G-1: *Testing and Acceptance*. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- Will configured Software be delivered in functional components for State Acceptance Testing?
- How much time should the State allow to complete User Acceptance Testing of a component?
- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?
- What support will be provided to prepare State staff during Acceptance testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?
- Based on experience in similar projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other projects to support this response.)
- How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar projects, is it sufficient? (Provide information from other projects to support this response.)
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- What specific Software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?
- What role will the State play in classification and prioritization of Defects?
- Will System performance be measured and documented using the State's infrastructure and data? If yes, how?

Provide a sample User Acceptance Test Plan from a completed project as an appendix.

Topic 14 – User Training Approach

Response Page Limit: 5

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

- The State understands the importance of training for a successful Software Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.

- Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.
- Questions to address include, but are not limited to, the following:
 - What type of training (instructor led vs. computer based) will be used for each purpose and why?
 - What methods will be employed to evaluate training activities?
 - How will training be coordinated with other user support activities?
 - Will manuals be adequate to enable trained users to research answers to their own questions?
 - If the perception is that they are not adequate, can those manuals be quickly revised?
 - How will the State be prepared to conduct ongoing training after Implementation is completed?
 - Are training manuals on-line and maintained as part of a maintenance agreement?

Topic 15 – Help Desk Support

Response Page Limit: 3

The State will evaluate the degree to which the Vendor will absorb demand for help desk support upon Implementation of the new System and prepare State staff.

Describe support for the help desk function incorporated into the Proposal. Include discussion of the following:

- Coordination of help desk with change management and training activities;
- Recommended help desk software tools;
- Training to be provided to the help desk agents;
- Suggested escalation procedures;
- Interim staffing for peak help desk demand periods and transition to a permanent arrangement;
- Development of a help desk knowledge base; and
- Metrics based on help desk inquiries.

Topic 16 – System Acceptance Criteria

Response Page Limit: 6

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State maintenance.

- Propose measurable criteria for State final Acceptance of the System. Discuss how the proposed criteria serve the interest of the State.

Topic 17 – Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

The State will evaluate the degree to which Project reporting will serve the needs of State Project leaders.

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

- **Introductory Meeting:** Participants will include Vendor key Project staff and State Project leaders from both the Department of Health and Human Services and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- **Kickoff Meeting:** Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- **Status Meetings:** Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least biweekly, will address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Vendor will serve as the basis for discussion.
- **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a biweekly basis, in accordance with the Contract.
- **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- **Exit Meeting:** Participants will include Project leaders from the Vendor 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 the Vendor 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 a Vendor responsibility.

Vendor shall submit status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two (2) week period
- e. Future activities
- f. Issues and concerns requiring resolution
- g. Report and remedies in case of falling behind Schedule

Describe the process that will be employed. Be sure to cover the following:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and

- Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another project. Names of the project and of any individuals involved may be removed.

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

Topic 18 – Risk and Issue Management

Response Page Limit: 3

The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.

- Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

Topic 19 – Scope Control

Response Page Limit: 2

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

- Suggest an approach for scope control. Describe how the approach has been employed effectively on another project.
- Describe how initial requirements for the System will be gathered, documented and signed off on.
- Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.

Topic 20 - Preparation of State Staff on the Project Team

Response Page Limit: 3

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately.

- Describe how State staff assigned to the Project Team will be prepared to contribute. Provide an overview of Project Team interactions and dependencies between functions.

Topic 21 – Quality Assurance Approach

Response Page Limit: 6

The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.

- The State has identified three categories of Deliverables:
 - Written Deliverables, such as a training plan;
 - Software Deliverables, such as a configured software module; and
 - Non-Software Deliverables, such as conduct of a training course.
- Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:
 - Provision for State input to the general content of a Written Deliverable prior to production;
 - The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and
 - Testing of Software Deliverables prior to submission for Acceptance testing.

Topic 22 - Work Plan

Response Page Limit: No Limit

The State will evaluate whether the Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project management "best practices" and be consistent with narratives on other topics. The software to be used to support the ongoing management of the Project should also be described in the Work Plan.

- The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - All assumptions upon which the Work Plan is based;
 - Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - Assignments of members of the Vendor's team identified by role to specific tasks; and
 - Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan, at a minimum

biweekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

Topic 23 – Support and Maintenance

Response Page Limit: 2

The State will evaluate whether the Vendor’s proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current “best practices” for these tasks.

- Describe how support and maintenance issues are tracked detailing methodology and if any additional software is required.
- Describe process for maintenance of the general knowledge base.
- Describe any particular procedures required to handle escalation and emergency calls
- Detail the plan for preventive maintenance and for upgrade installations
- Detail the types and frequency of support tasks required

APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting data collection Software and accompanying Implementation and follow on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- (1) corporate qualifications of each Vendor proposed to participate in the Project,
- (2) proposed team organization and designation of key staff,
- (3) individual qualifications of candidates for the role of Project Manager, and
- (4) individual qualifications of candidates for other key staff roles.

This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this Project must provide the following information:

E-1.1.1 Corporate Overview (2 page limit)

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm’s organization and staff size. Discuss the firm’s commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

E-1.1.2 Financial Strength

Provide at least one of the following:

- 1 The current Dunn & Bradstreet report on the firm; or
- 2 The firm’s two most recent audited financial statements; and the firm’s most recent un-audited, quarterly financial statement; or
- 3 The firm's most recent income tax return. For example, either a copy of the IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form

1040) Supplemental Income and Loss (for partnerships and S corporations) OR IRS Form 1120, U.S. Corporation Income Return. These forms are typically submitted when a Vendor does not have audited financial statements.

E-1.1.3 Litigation

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

E-1.1.4 Prior Project Descriptions (3 limited to 3 pages each)

Provide descriptions of no more than three (3) similar projects completed in the last three (3) years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire Project that participated in the project described

E-1.1.5 Subcontractor Information

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project.
2. A high-level description of the Subcontractor's organization and staff size.
3. Discussion of the Subcontractor's experience with this type of Project;
4. Resumes of key personnel proposed to work on the Project; and
5. Two references from companies or organizations where they performed similar services (if requested by the State).

E-2 Team Organization and Designation of key Vendor staff

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

Project Management
Report Generation
Report Writing
Provider Training
CANS/ANSA

A single team member may be identified to fulfill the experience requirement in multiple areas.

E-2.1 State Staff Resource Worksheet

Append a completed State Staff Resource Worksheet to coverage of organization. The required format follows.

Table E-2: Proposed State Staff Resource Hours Worksheet

State Role					
	Initiation	Configuration	Implement.	Project Close Out	Total
Project Manager					
Position 1					
Position 2					
Position 3					
Position 4					
Position 5					
State Total					

E-3 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

The State requires that the Project Manager be assigned full time, on site for the duration of the Project. For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate's educational background;
- An overview of the candidate's work history;
- The candidate's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the candidate's performance on past projects.

E-4 Candidates for key Vendor staff Roles

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual's performance on past projects.

APPENDIX F: PRICING WORKSHEETS

A Vendor's Cost Proposal must be based on the worksheets formatted as described in this appendix.

F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List

The Vendor must include, within the Firm Fixed Price for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table F-1: Activities/Deliverables/Milestones Pricing Worksheet

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE	PAYMENT
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES		
Project Work Plan including milestones	Within 5 days of contract award	
Kickoff Meeting- Review contract and Project deliverables, review client responsibilities, review project work plan and implementation schedules.	Within 10 days of contract award	
Design documentation		
Communications Plan and Business Process Workflow		
System Test Plan and methodology		
Bi-Weekly status reports & updates to the Project Work Plan	ongoing	
SYSTEM SOFTWARE:		
Software Licensing Agreements and Documentation		
Interface to produce required reports for clinicians, CMHCs and the State through export of data from web-based database into Microsoft Excel and CMHCs' EMRs.		
Interface to produce required reports for the NH MMIS system through export of data from web-based database into Microsoft Excel or directly into the MMIS system.		
IMPLEMENTATION:		
Set up and configure software for New Hampshire		
Implement required reports		
ACCEPTANCE TESTING:		
Develop, test and maintain any scripts required for User Acceptance Testing		
Perform Security Testing		
Perform Volume and Stress Testing		
Support the State during User Acceptance Testing		
Report testing (e.g. State defined reports, core reports, and adhoc reporting)		

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE	PAYMENT
WRITTEN DOCUMENTATION / REPORTS (HARDCOPY AND CDROM)		
Users Operation Manual		
Knowledge transfer package documentation and review (a system overview review as well as all planning documents, system documentation, training resources and testing results created for the project))		
SYSTEM TRAINING		
Training plan and schedule	Per agreed upon Schedule	
Training of users and administrators	Per agreed upon Schedule	
On-going System Access and Support		
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 1	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 2	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 3	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 4	
Provide on-going system access and support for clinicians and State personnel, including certification tracking, certification reporting, report generating and data interfacing.	Year 5	
PROJECT CLOSE OUT		
Closeout Meeting	On or about June 30, 2016	
Holdback payment		10% holdback
TOTAL		

F-2 Software License, Hosting, Maintenance, and Support Pricing Worksheet

Using the format provided in the following table, list website hosting fees, software license fees, and technical support and maintenance fees.

Table F-2: Software License, Hosting, Maintenance, and Support Pricing Worksheet

HOSTED SERVICES	Perpetual Software License Fee	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Web Site Hosting Fee		\$	\$	\$	\$	\$	\$
Technical Support and Maintenance Fees	\$	\$	\$	\$	\$	\$	\$
GRAND TOTAL	\$	\$	\$	\$	\$	\$	\$

F-3 Proposed Position – Initial Contract Term Vendor Rates Worksheet

Using the format provided in the following table, list titles of proposed positions on the Project Team to be filled by Vendor staff. Include hours and rates for all staff on the Vendor Project Team through first term of contract.

Table F-3: Proposed Position – Initial Contract Term Vendor Rates Worksheet

Position Title	Hours	Hourly Rate	Subtotal (Hours X Rate)
Position #1			
Position #2			
Position #3			
TOTAL			

F-4 Proposed Vendor Staff and Resource Hours Worksheet

Use the Proposed Vendor Staff Position and Resource Hours Worksheet to indicate the individuals that will be assigned to the Project. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

Table F-4: Proposed Vendor Staff and Resource Hours Worksheet

Title	Name	Initiation	Configuration	Implementation	Project Close out	TOTAL
Project Manager						
Position #1						
Position #2						
Position #3						
TOTALS						

F-5 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F-5: Future Vendor Rates Worksheet

Position Title	SFY 201X	SFY 201X	SFY 201X	SFY 201X
Project Manager				
Position #1				
Position #2				
Position #3				

APPENDIX G-1 TESTING REQUIREMENTS

All testing and acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of unit testing, System integration testing, conversion/migration/interface testing, installation testing, performance and stress testing, Security review and testing, and support of the State during User Acceptance Testing (UAT).

G-1.1 Test Planning and Preparation

The overall Test Plan will guide all testing. The Vendor 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.

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

State testing will commence upon the Vendor Project Manager's certification, 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 will commence its testing within five (5) business days of receiving Certification from the Vendor 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 the Vendor's development environment. The Vendor 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.

G-1.2 Testing

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.

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

Unit Testing	<p>Application components are tested 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.</p> <p>The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
System Integration Testing	<p>a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</p> <p>b.) 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.</p> <p>c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.</p>
Interface Testing	<p>The Interface Testing should replicate the entire flow of the migrated software from the Software Solution to the 3rd party applications. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting migrated data performs correctly.</p>
Installation Testing	<p>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.</p>
User Acceptance Testing (UAT)	<p>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.</p> <p>a.) 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</p>

	<p>results prior to the start of any testing executed by State staff.</p> <p>b.) The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities</p> <p>c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.</p> <p>d.) Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section 6.11.1: <i>Warranty Period</i>.</p>
Performance Tuning and Stress Testing	<p>The Vendor shall develop and document hardware and software configuration and tuning of the software infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project</p> <p>The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.</p> <p>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.</p> <p>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.</p> <p>Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.</p> <p>a) <u>Baseline Tests:</u> 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.</p> <p>b) <u>Load Tests:</u> Load testing will determine if the behavior of a System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.</p> <p><u>Tuning</u> will be Vendor led and 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.</p>
Regression Testing	<p>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failure in writing. The Vendor will be required to perform additional testing activities in response to State and/or user</p>

	<p>problems identified from the testing results.</p> <p>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.</p> <p>a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</p> <p>b.) The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.</p> <p>c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:</p> <ol style="list-style-type: none"> 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. <p>d.) The Vendor will be expected to:</p> <ol style="list-style-type: none"> 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. <p>e.) The Vendor 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.</p> <p>In designing and conducting such regression testing, the Vendor 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, the Vendor 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.</p> <p>In their Proposals Vendors must acknowledge their responsibilities for regression testing described in this section.</p>
Security Review and Testing	<p>IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.</p> <p>All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.</p>

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

In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and review.

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. All Software and hardware shall be free of malicious code (malware).

APPENDIX G-2: SAMPLE CERTIFICATES

A. New Hampshire Certificate of Authority or Certificate of Good Standing

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 201X, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State.

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Contract

B. Certificate of Vote

(Authority to enter into a Contract with the State)

This authorization notification must be consistent with the Vendor's corporate structure and must accompany the signed Contract.

An officer of the company, name and title, must certify that the person signing the Contract has been given the authority to do so. That authority must be in effect the day the Contract is signed. The certifying official must not be certifying him or herself, unless it is a sole proprietorship.

The document must certify that:

The signature of <THE NAME AND POSITION OF THE SIGNOR OF THE CONTRACT> of the Corporation affixed to any Contract instrument or document shall bind the corporation to the terms and conditions of the Contract instrument or document.

B. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of the Contract.

SAMPLE:

CERTIFICATE (Corporation Without Seal)

I, _____, do hereby represent and certify that:
(Name of Certifier)

(1) I am _____ of _____,
(Position of the Certifier) (Corporation/Company Name)

a(n) _____ Corporation (the Corporation).
(Describe Corporate Type)

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on _____, (Date of Meeting) which meeting was duly held in accordance with _____ law and the by-laws of the (State) Corporation.

(5) The signature of _____ of this Corporation (name and position of the signor of the contract) affixed to any Contract instrument or document shall bind the corporation to the terms and conditions of the Contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as _____ of the Corporation. (position of the Certifier)

Dated: _____ (Current Date)

(Certifier Signature and Title)

STATE OF _____

COUNTY OF _____

Subject: _____

APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, 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 <div style="text-align: center;">[Seal]</div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
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.

APPENDIX I – SAMPLE CANS/ANSA FORMATS AND REPORTS

I-A. Items in the first draft of the NH BBH version of the CANS

Child Behavioral/Emotional Needs

Psychosis
Impulse/Hyper
Depression
Anxiety
Oppositional
Conduct
Adjustment to Trauma
Substance Use
Autism Spectrum

Life Domain Functioning

Family Functioning
Living Situation
Social Functioning
Adult Functioning
Legal
Medical/Physical
Intellectual
Communication
ADLs/Self Care
Sleep
Sexual Development
Youth Knowledge
School Achievement
School Behavior
School Attendance
Culture

Child Risk Behaviors

Suicide Risk
Self-Injurious Behavior
Other Self Harm
Danger to Others
Sexual Aggression
Exploited
Bullying
Elopement/Runaway
Crime/Delinquency
Fire setting
Animal Cruelty
Intentional Misbehavior

Caregiver's Strengths & Needs

Supervision
Involvement
Knowledge
Organization
Social Resources
Residential Stability

Physical/Behavioral
Access to Child Care
Military Transitions
Child Protection
Family Stress
Financial Resources
Transportation

Child Strengths

Family
Peer Relationships
Adult Relationships
Educational
Vocational
Talents/Interests
Spiritual/Religious
Community Life
Relationship Permanence
Optimism
Coping & Savoring
Recreational
Resiliency
Resourcefulness

Additional Modules

Transition (completed if age >16)

Caregiving Role
Intimate Relationships
Living Skills
Medication Adherence
Education Attainment
Personality Disorder
Eating Disorder
Job Functioning

Trauma

Sexual Abuse
Physical Abuse
Emotional Abuse
Medical Trauma
Natural Disaster
Witness to Family Violence
Witness to Community Violence
Witness/Victim – Criminal Acts
War Affected
Terrorism Affected

If Sexual Abuse >0, complete the following

Emotional Closeness to Perpetrator
Frequency
Duration
Force
Reaction to Disclosure

Adjustment to Trauma

Affect Regulation
Intrusions
Attachment
Dissociation
Hyperarousal

Substance Use

Severity of Use
Duration of Use
Stage of Recovery
Peer Influences
Parental Influences
Environmental Influences

Legal

Seriousness
History

Arrests
Planning
Community Safety
Legal Compliance
Peer Influences
Parental Influences
Environmental Influences

Culture

Language
Identity
Ritual
Cultural Stress

Sexually Aggressive Behavior

Relationship
Physical Force/Threat
Planning
Age Differential
Type of Sex Act
Response to Accusation
Temporal Consistency
History of Sexual Behavior
Severity of Sexual Abuse

I-B. Items in the first draft of the NH BBH version of the ANSA

Mental Health Needs

Psychosis
Cognition
Impulse Control
Depression
Mania
Anxiety
Personality Disorder
Antisocial Behavior
Adjustment to Trauma
Anger Control
Substance Use
Eating Disturbance
Autism Spectrum

Life Domain Functioning

Physical/Medical
Intellectual Functioning
Communication
Family
Employment
Cultural
Social Functioning
Caregiving Role
Intimate Relationships
Sexuality
Living Skills
Residential Stability

Legal
Sleep
ADLs/Self Care
Decision-making
Medication Adherence
Transportation
Financial Resources

Risk Behaviors

Agitation
Self-Injurious Behavior
Other Self Harm
Wandering
Gambling
Exploitation
Criminal Behavior
Danger to Self/Others
Sexual Aggression

Strengths

Family
Social Connectedness
Optimism
Involvement in Recovery
Educational
Job History
Talents/Interests
Leisure Activities

Meaningfulness
Spiritual/Religious
Community Strengths
Volunteering
Natural Supports
Resiliency
Resourcefulness

Optional Modules

Caregiver Strengths & Needs

Physical/Behavioral
Involvement
Knowledge
Social Resources
Family Stress
Adult Protection

Cognition

NOTE: Items to be determined

Trauma

Sexual Abuse
Physical Abuse
Emotional Abuse
Medical Trauma
Natural Disaster
Witness to Family Violence
Witness to Community Violence
Witness/Victim – Criminal Acts

If Sexual Abuse >0, complete the following

Emotional Closeness to Perpetrator
Frequency
Duration
Force
Reaction to Disclosure

Adjustment to Trauma

Affect Regulation
Intrusions
Attachment
Dissociation
Hyperarousal

Substance Use

Severity of Use

Duration of Use
Stage of Recovery
Peer Influences
Environmental Influences

Intellectual Functioning

NOTE: Items to be determined

Employment

Culture

Language
Identity
Ritual
Cultural Stress

Danger to Self/Others

Danger to Others
Suicide Risk

If Suicide Risk >0, complete the following

Ideation
Intent
Planning
History
Emotional/Behavioral Risk
Frustration Management
Hostility
Paranoid Thinking
Secondary Gains from Anger
Violent Thinking

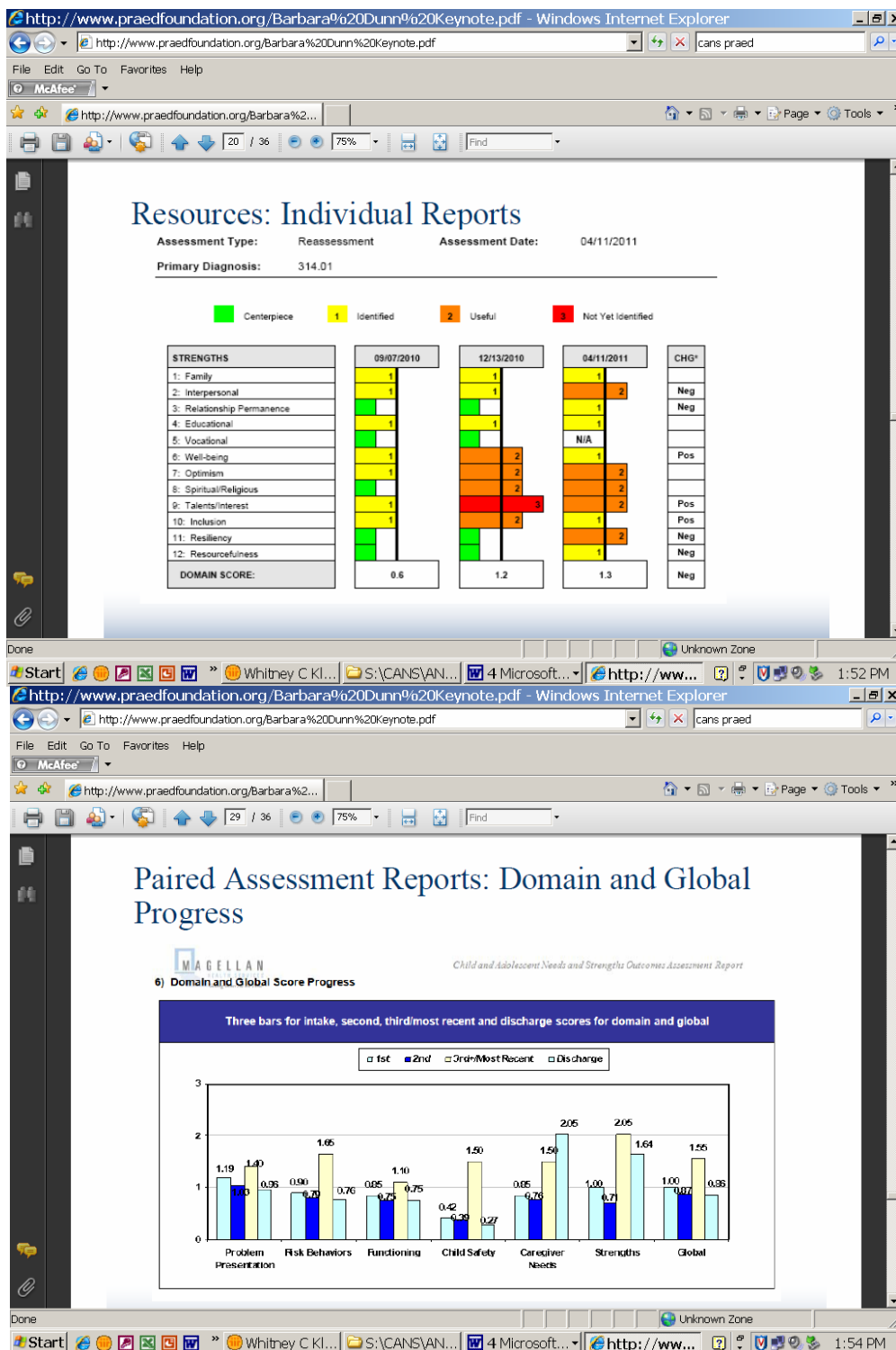
Resiliency Factors

Aware of Violence Potential
Response to Consequences
Commitment to Self Control
Treatment Involvement

Sexual Aggression

Relationship
Physical Force/Threat
Planning
Age Differential
Type of Sex Act
Response to Accusation
History of Sexual Behavior
Severity of Sexual Abuse

I-C. Sample clinician level report



I-D. Sample CMHC & State level report

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23 / 36 80% Find

Provider Web Reports: Overview Page

MAGELLAN HEALTH SERVICES
Getting Better All the Time

CANS Provider Aggregate Report

Start Date: 10/1/2010
End Date: 12/31/2010
Gender: All
Diagnosis Group: Depression

Date Ran: 12/31/2010
Report ID: XXXXX
Provider ID: All Providers
Logon: NULL

Total CANS Counts:

Initial	403
Second	380
Third or Most Recent (not a discharge)	327
Discharge	122
Total	1232

Global Score Average

	Depression	Bipolar	Psychosis Schizophrenia and other psychotic Disorders	Anxiety	Alcohol and Other Substance	Conduct Disorders	Attention Deficit
Initial	7.9%	10.7%	1.0%	13.9%	1.5%	6.0%	59.1%
Second	11.6%	15.3%	1.1%	16.6%	0.0%	1.6%	53.9%
Third or Most Recent (not a discharge)	11.0%	17.1%	1.2%	15.9%	0.0%	0.0%	54.7%
Discharge	3.3%	17.2%	0.0%	6.6%	4.9%	14.8%	53.3%

Percentage by Diagnosis Category

11.00 x 8.50 in

Done

Unknown Zone

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