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STATE OF NEW HAMPSHIRE

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DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF INFORMATION SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9469 1-800-852-3345 Ext. 9469
Fax: 271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

William L. Baggeroer
Chief Information Officer/Director

October 4, 2012

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (Department), to enter into a contract with Broadstreet Data Solutions, Inc., (Broadstreet), 260 Peachtree Street, NW. Suite # 2200, Atlanta, GA 30303 (Vendor # 228877) in the amount of \$907,854.00 to provide a Master Data Repository and Analysis tool to support the Department's Service Delivery System Transformation initiative, effective October 17, 2012, or upon date of Governor and Executive Council approval, whichever is later, through September 30, 2013. The funding for this contract was authorized in Chapter 253 of the Laws of 2011, making appropriation for Capital Improvements.

40% FED 60% GEN

Funds are available in State Fiscal Year 2013 as follows:

030-095-09690000-034-500099 OFFICE OF INFORMATION SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES: (Agency Class 034):

DHHS Account	Budget Line	Description	Fiscal Year	Amount
030-095-09690000-034-500099	1	11-253:1 VII-H REG ASSESS DBII	2013	\$907,854
		Total		\$907,854

EXPLANATION

The Department is responsible for administering all of the State's health and human services programs. The Department's human service delivery system is complex and data is stored and retrieved from numerous information systems throughout the organization. Several databases across the Department hold data of considerable value to these divisions but these databases have little capacity for integration, cross-organizational sharing, and/or analysis. As a result, the Department's ability to maximize financial and service utilization analysis is limited.

The Department seeks greater integration and management of client services within the medical/clinical care services system with the Care Management initiative. The Department seeks to design a new service delivery model of care that bridges client services gaps and fully integrates its non-Medicaid specific program data that lie within the human service area. In order to improve the Department's ability to measure client outcomes, provide seamless integration of services, and meet the challenge of budget reductions and increasing caseloads, the Department needs to maximize its ability to analyze financial and utilization data. To accomplish this, the Department intends to acquire and implement a Master Client-Centric Data Analysis and Repository tool and integrate it with five systems: Bridges, New Heights, NECSES, Options and Lawson.

Benefits to the Department include a software tool that will provide a robust client-centered and integrated data management approach to analyze data. This will result in improved measurement of client outcomes and provide more detailed reporting for budgeting and other purposes. The solution will integrate data sources into a common view that will facilitate departmental analysis and policy evaluation. It will also provide the framework for future consolidation of services to reduce redundant delivery of services and allow the Department to react pro-actively to emerging trends in service needs. The implementation of the Data Analysis and Repository tool is intended to provide a client-centered and integrated data management approach to:

- (1) Analyze vendor performance based on population and client outcomes,
- (2) Provide a performance driven analysis of our current contracts,
- (3) Enable geo-mapping capacity assessing client utilization of services by region, vendor, and across multiple Departmental programs,
- (4) Assure efficient use of Departmental resources (funding, staff, etc),
- (5) Coordinate and integrate the services delivered based on client population needs,
- (6) Inform policy,
- (7) Track vendor capacity to meet the contract performance metrics and standards;
- (8) Provide a greater level of financial accountability

Broadstreet's work will include data repository implementation, configuration and integration, knowledge transfer, and staff training. The contract will also include one year of maintenance and support of the system as well as 400 hours of consultative services for all aspects of data mining and predictive analytics practices, and dashboard development.

Should the Governor and Executive Council decide not to approve this request, the Department will not be able to meet its goals of improving its ability to measure client outcomes, providing seamless integration of services, and meeting the challenge of budget reductions and increasing caseloads through maximization of its ability to analyze financial and utilization data. This will also inhibit the Department's goal of implementing a new service delivery model of care that bridges client services gaps and fully integrates its non-Medicaid specific program data that lie within the human service area.

This contract is the result of a competitive bidding process. The Service Delivery System Transformation-Data Repository, Analysis, Design and Planning Project Request for Proposal was competitively bid through Request for Proposal #2012-081. Request for Proposal #2012-081 was withdrawn and an amended Request for Proposal, #2013-005, was issued on March 8, 2012. Advertisement was through posting of the Request for Proposal on both the Department of Health and Human Services and the Department of Administrative Services websites. The Department received eleven (11) letters of intent in response to the second

Request for Proposal. The Department ultimately received three (3) proposals in response to the Request for Proposal. The bidders included Broadstreet Data Solutions, Inc., IBM, and Dynamics Research Corporation.

Five (5) Department of Health and Human Services staff reviewed the proposals. (See Attached Bid Summary, Table 1). The reviewers based their evaluation criteria on the bidders' proposed solution, technical services, project management, company and staff qualifications, and pricing. After reviewing and scoring, Broadstreet Data Solutions, Inc., and IBM were invited to oral presentations that were held on May 11, 2012. Dynamics Research Corporation was not invited because their proposal indicated they could not meet all the technical requirements set forth in the Request for Proposal.

All three proposals were scored. Out of a total possible 100 points, Broadstreet Data Solutions, Inc., received a score of 90.4, IBM received a score of 77.4, and Dynamics Research Corporation received a score of 46.2. Scoring and selection was consistent with that set forth in the Request for Proposal. Broadstreet Data Solutions, Inc., was selected as the applicant who had the highest score based on their proposal and oral presentation. Their solution best addressed factors such as, learning curve, complexity of the solution, suitability of the solution to meet desired goals, and independence from the vendor subsequent to deployment. (See Attached Bid Summary, Table 2).

The Request for Proposal provided for up to a one (1) year extension, pending satisfactory delivery of services by the vendor and Governor and Executive Council approval.

Area served: statewide.

Funding: General Funds 60% and Federal Funds 40%.

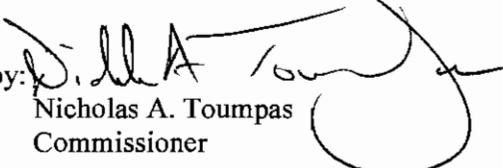
In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this agreement.

Respectfully submitted,



William L. Baggeroer
Chief Information Officer

Approved by:



Nicholas A. Toumpas
Commissioner

BID SUMMARY

Evaluator	Position	Expertise
William Baggeroer	Chief Information Officer	Mr. Baggeroer's background includes serving as both an Information Technology Consultant and Chief Information Officer in several companies.
Mary Ann Cooney	Associate Commissioner	Ms. Cooney's background includes ten (10) years of New Hampshire State Service where she has served as the Director of Public Health and is currently an Associate Commissioner in the Department of Health and Human Services
Richard Regan	Managing Analyst, Office of Information Services	Mr. Regan's background includes serving as a Chief Technology Officer in several companies.
Jeffrey Silver	Business Systems Analyst II Data Warehouse Services, Project Manager	Mr. Silver's background includes ten (10) years of New Hampshire State Service serving as a data systems analyst and he is currently the supervisor of the Department of Health and Human Services' Enterprise Data Warehouse.
Shanthi Venkatesan	Director of Reorganization Planning	Ms. Venkatesan's background includes eighteen (18) years of New Hampshire state service where she has served in several financial management roles of increasing responsibility.

Table 2: RFP Scoring for SDST-DR (Summary)

	IBM	BDO	DRC
	Score	Score	Score
Proposed Solution			
Topic 0 - Product Literature	20	20	5
Topic 1 - Software Architecture	40	60	10
Topic 2 - Software Releases	40	40	10
Topic 3 - Ad Hoc / Structured Reporting	35	75	5
Topic 4 - System Security	65	70	10
Topic 5 - Hardware System Architecture	50	65	20
Total Proposed Solution (Divided by 10)	25.0	33.0	6.0

Technical, Services and Proj Mgmt Exp

Topic 6 - IT Standards	5	5	1
Topic 7 - Interface Standards	10	10	2
Topic 8 - Backup and Recovery	5	5	5
Topic 9 - Assurance of Business Continuity	10	10	10
Topic 10 - Archiving	5	5	5
Topic 11 - Environment Setup	4	5	1
Topic 12 - Technical Knowledge Transfer	20	25	5
Topic 13 - Implementation Approach	5	10	2
Topic 14 - Testing	15	15	3
Topic 15 - Migration Strategy	14	16	1

Topic 16 - Interfaces	6	9	5
Topic 17 - User Training Approach	10	18	10
Topic 18 - Help Desk Support	10	8	1
Topic 19 - System Acceptance Criteria	6	9	2
Topic 20 - Status Meetings and Reports	5	5	4
Topic 21 - Risk and Issue Management	10	10	5
Topic 22 - Scope Control	3	4	1
Topic 23 - Preparation of State Staff	6	9	2
Topic 24 - Quality Assurance Approach	7	8	4
Topic 25 - Work Plan	7	9	4
Topic 26 - Support and Maintenance	9	8	1
Topic 27 - Consulting Services	10	20	5
Total Technical, Services and Proj Mgmt (Divided by 10)	18.2	22.3	7.9

Corporate Qualifications

Corporate Overview	10	10	5
Financial Strength	5	5	2
Litigation	4	3	2
Prior Project Descriptions	18	18	5
Subcontractor Information	10	10	10
Total Corporate Qualifications (Divided by 10)	4.7	4.6	2.4

Staff Qualifications

Team Organization and Designation of Key Vendor Staff	12	12	5
Candidates for Project Manager	13	15	5
Candidates for Key Vendor Staff Roles	18	18	5
Total Staff Qualifications (Divided by 10)	4.3	4.5	1.5

Cost

Initial Deployment	180	167	164
Post Deployment Consulting	21	46	60
Recurring Costs	51	47	60
Total Cost (Divided by 10)	25.2	26.0	28.4

TOTAL	77.4	90.4	46.2
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

S. William Rogers
Commissioner

October 5, 2012

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Broadstreet Data Solutions Inc. of Atlanta, GA, as a result of RFP 2013-005 DHHS Service Delivery Transformation, as described below and referenced as DoIT No. 2013-005.

This is a request to enter into a contract to provide a Master Data Repository and Analysis tool to support the Department's Service Delivery System Transformation initiative. The contract is to be effective October 17, 2012, or upon date of Governor and Council approval, whichever is later, through September 30, 2013, in an amount not to exceed \$907,854.00. This tool will enable the Department of Health and Human Services to create a central repository for client data across agency programs and improve client services delivery through the analysis of this data.

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

Sincerely,

A handwritten signature in black ink, appearing to read "S. William Rogers".

S. William Rogers

SWR/ltn
RFP2013-005

CERTIFICATE OF VOTE

(Corporation with Seal)

I, Paula Cameron, Treasurer of the
(Corporation Representative Name) (Corporation Representative Title)

Broadstreet Data Solutions Inc, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Treasurer of the
(Corporation Representative Title)

Broadstreet Data Solutions Inc, a Ontario corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

4th day of October, 2012, which meeting was duly held in accordance with

Ontario law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain IT Consulting services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Tim Stanley, President Name

Dwayne Remeke Vice President Name

Paula Cameron Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer
(Title)

of the Corporation and have affixed its corporate seal this 9th day of October, 2012.

[Signature]
(Signature)

(Seal)

STATE OF Ontario
Province
COUNTY OF Toronto

On this the 9th day of Oct, 2012, before me, David M. Flynn
~~Paula Cameron~~, the undersigned officer,

personally appeared Paula Cameron, who acknowledge her/himself to be the
Treasurer, of Broadstreet Data Solution Inc, a corporation, and that she/he, as
(Title) (Name of Corporation)

such Treasurer being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as
[Signature]

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

[Signature]
Notary Public/Justice of the Peace
David M. Flynn

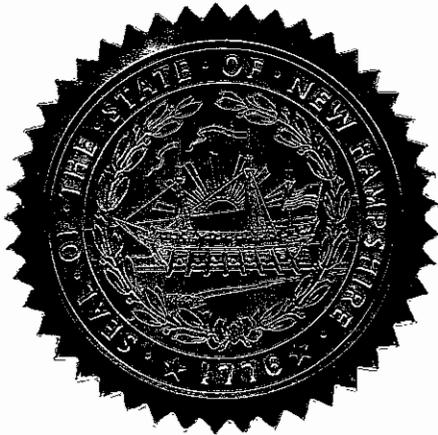
My Commission expires: N/A

[Signature]
Oct 9 2012

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Broadstreet Data Solutions Inc., a(n) Ontario corporation, is authorized to transact business in New Hampshire and qualified on October 11, 2012. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of October, A.D. 2012

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

William M. Gardner
Secretary of State



Certificate of Insurance

No. 2

Dated: October 11, 2012

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).
 Notwithstanding any requirement, term or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, limitations and exclusions of such Policy(ies). This certificate does not amend, extend or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.
 Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder: Department of Health and Human Services ATTN: Commissioner 129 Pleasant Street Concord, NH, 03301	Named Insured and Address: Broadstreet Data Solutions Inc. and/or Broadstreet Data Solutions America Inc. 10 York Mills Road, Suite 214 Toronto ON M2P 2G4
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This certificate is issued regarding: Contract for Information Management Consulting

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY <ul style="list-style-type: none"> • Bodily Injury and Property Damage • Cross Liability/Severability • \$500,000 Broad Form Tenants Legal Liability • \$2MM Non-Owned Automobile Insurance Subject to Policy terms, conditions, limitations & exclusions.	Berkley Insurance Company	BC 90000524	10/04/12 To 01/09/13	Per Occurrence and in the Aggregate	CDN 5,000,000
PROPERTY INSURANCE <ul style="list-style-type: none"> • All risks of direct physical loss or damage subject to Policy terms, conditions, limitations & exclusions. • Additional Peril: Sewer Backup with \$2500 Deductible • Excluded Perils: Flood & Earthquake (limit below min deductibles) 	Berkley Insurance Company	BC 90000524	10/11/12 To 01/09/13	Unnamed Locations:	CDN 10,000

Additional information:

General Liability

Certificate holder is included as additional insured but only as respects to liability arising out of the operations of the Named Insured.

Property Insurance

Certificate holder is included as loss payee but only as their interests may appear in connection with property provided to and in the care custody and control of the Named Insured

HUNTERS International Insurance 22 St. Clair Avenue East, Suite 401 Toronto, ON Canada M4T 2S3 Telephone: 416-323-8209 Fax: 416-323-9994	HUNTERS International Insurance By:  Cindy M. Dawson, FCIP, CRM
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eClearance

Clearance Certificate

Clearance Certificate Generation Result

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance Certificate Number	Valldity period (dd-mmm-yyyy)	Prncipal Legal / Trade Name	Prncipal Address
<u>BROADSTREE T DATA SOLUTIONS INC.</u>	MAIL BOX 125 10 YORK MILLS RD SUITE 214, NORTH YORK, ON, M2P 2G4, CAN	7721-001: SOFTWARE DEV/COMPUTER SERV	<u>E2000001V3X1</u>	02-Oct-2012 - 19-Nov-2012	<u>State of NH, Department of Health and Human Services</u>	129 Pleasant Street, Concord, NH, 03301, 03301

**STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
SERVICE DELIVERY TRANSFORMATION- DATA REPOSITORY PROJECT CONTRACT NUMBER 2013-005
AGREEMENT- PART 1**

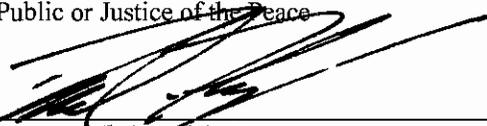
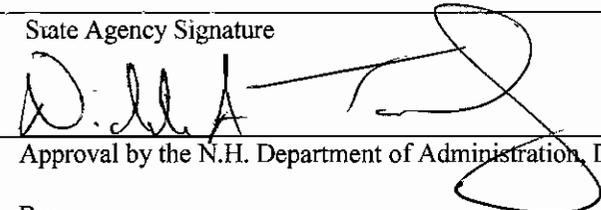
Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord NH 03301	
1.3 Contractor Name Broadstreet Data Solutions Inc.		1.4 Contractor Address 260 Peachtree Street, North West, Suite #2200, Atlanta GA 30303	
1.5 Contractor Phone Number (647) 297-9025	1.6 Account Number 030-095-09690000-500099	1.7 Completion Date September 30, 2013	1.8 Price Limitation \$907,854.00
1.9 Contracting Officer for State Agency Nicholas Toumpas, Commissioner		1.10 State Agency Telephone Number (603) 271-9469	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PRESIDENT	
1.13 Acknowledgement: State of <u>ONTARIO</u> , County of <u>TORONTO</u> On <u>OCT 5th, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>David M. Flynn</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Nicholas A. Toumpas, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Jeanne P. Henrick, Attorney</u> On: <u>8 Oct. 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

TS
10/05/2012

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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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.
BDSI	Broadstreet Data Solutions Inc.
CCP	Change Control Procedures
CR	Change Request
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.

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Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial-off-the-Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor 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</p>

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	editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
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
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.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System operational for processing the Data.
Implementation Plan	Sets forth the transition from 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

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Intrusion Detection	Supports the detection of illegal entrance into a computer system
Iteration	The incremental development of “done” work products that are released as useable products, built upon with each sprint/iteration to achieve the final solution.
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by BDSI as essential to work on the Project.
Licensee	The State of New Hampshire
NH DHHS	New Hampshire Department of Health & Human Services
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
OEID	Oracle Endeca Information Discovery
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
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

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Project Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
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

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	Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term “State” shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State’s representative with regard to Project oversight
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when BDSI is supporting System

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	changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
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 BDSI 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.
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.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Health and Human Services, and Broadstreet Data Solutions, Inc. a for-profit Corporation, (“Broadstreet Data Solutions”), having its principal place of business at 260 Peachtree Street, North West, Suite #2200, Atlanta GA 30303.

The Service Delivery Transformation – Data Repository Project shall develop a Data Repository and Analysis tool for the Department of Health and Human Services to support the Department’s Service Delivery System Transformation initiative.

RECITALS

The State desires to have Broadstreet Data Solutions, Inc., (BDSI) provide a Commercial-Off-The-Shelf (COTS) Software System and configuration with associated Services for the Department of Health and Human Services;

BDSI wishes to provide a COTS Software System and configuration with associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Not Used
 - Exhibit H- Requirements- The Vendor’s Responses
 - Exhibit I- Work Plan
 - Exhibit J- Software License and related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- Not Used
 - Exhibit O- Certificates and Attachments (A through E)

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1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1*
- b. *The State of New Hampshire Contract 2013-005 Part 2 (Contract Agreement) and Part 3 (Exhibits A-O and Attachments A through E).*
- c. *State of New Hampshire, Department of Health and Human Services RFP 2013-005 and Addenda.*
- d. *The Broadstreet Data Solutions, Inc., Proposal, dated April 19, 2012.*

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through September 30, 2013. The Term may be extended up to one (1) year, at the sole option of the State, subject to the parties’ prior written agreement and Governor and Executive Council approval on applicable fees for each extended term, up to but not beyond September 30, 2014.

Broadstreet Data Solutions, Inc. shall commence work upon issuance of a Notice to Proceed by the State.

Time is of the essence in the performance of Broadstreet Data Solutions, Inc.’s obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, FIRM FIXED PRICE Contract

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

3. CONTRACT MANAGEMENT

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

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3.1 The Vendor's Contract Manager

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

Dwayne Remekie
Project Manager
Broadstreet Data Solutions, Inc.
260 Peachtree Street NW, Suite 2200
Atlanta, GA 30303
Phone: 647.297.9025
Fax: 416.792.4000
Email: dwayne.remekie@broadstreetagile.com

3.2 The Vendor's Project Manager

3.2.1 Contract Project Manager

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

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

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

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

3.2.5 BDSI's Project Manager is:

Dwayne Remekie
Project Manager
Broadstreet Data Solutions, Inc.
260 Peachtree Street NW, Suite 2200
Atlanta, GA 30303
Phone: 647.297.9025
Fax: 416.792.4000
Email: dwayne.remekie@broadstreetagile.com

3.3 BDSI Key Project Staff

3.3.1 BDSI shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on BDSI Key Project Staff. The State reserves the right to require removal or reassignment of BDSI's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 3.6: *Reference and Background Checks*.

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

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

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

BDSI's Key Project Staff:

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<u>Key Member(s)</u>	<u>Title</u>
Dwayne Remekie	Project Manager
Sean Smith	Technical Lead
Amit Kapoor	Developer 1
Christopher Chan	Developer 2

3.4 State Contract Manager

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

Grant Beckman
Office of Information Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
Phone: 603.271.9393
Email: gbeckman@dhhs.state.nh.us

3.5 State Project Manager

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

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

The State Project Manager is:

Jonathan V. Gallo
Office of Information Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
Phone: 603.271.9246
Email: Jonathan.V.Gallo@dhhs.state.nh.us

3.6 Reference and Background Checks

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

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4. DELIVERABLES

4.1 Vendor Responsibilities

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

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

4.2 Deliverables and Services

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

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

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from BDSI that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify BDSI in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of BDSI's written Certification. If the State rejects the Deliverable, the State shall notify BDSI of the nature and class of the Deficiency and BDSI shall correct the Deficiency within the period identified in the Work Plan. If no period for BDSI's correction of the Deliverable is identified, BDSI shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify BDSI of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If BDSI fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require BDSI to continue until the Deficiency is corrected, or immediately terminate the Contract, declare BDSI in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing and Acceptance

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

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4.5 Security

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

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

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

5. SOFTWARE

5.1 COTS Software and Documentation

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

5.2 Software Support and Maintenance

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

6. WARRANTY

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

7. SERVICES

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

7.1 Administrative Services

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

7.2 Implementation Services

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

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7.3 Testing Services

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

7.4 Training Services

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

7.5 Maintenance and Support Services

Exhibit G – Not Used

8. WORK PLAN DELIVERABLE

BDSI shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

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

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

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

In the event additional time is required by BDSI 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 BDSI'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.

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9. CHANGE ORDERS

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

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

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

10. INTELLECTUAL PROPERTY

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

10.1 State's Data

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

10.2 Vendor's Materials

Subject to the provisions of this Contract, BDSI may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, BDSI shall not distribute any products containing or disclose any State Confidential Information. BDSI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by BDSI employees or third party consultants engaged by BDSI.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records

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pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

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

11.2 State Confidential Information

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

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

In the event of the unauthorized release of State Confidential Information, BDSI shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 BDSI Confidential Information

Insofar as BDSI seeks to maintain the confidentiality of its confidential or proprietary information, BDSI must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that BDSI considers the Software and Documentation to be Confidential Information. BDSI acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by BDSI as confidential, the State shall notify BDSI and specify the date the State will be releasing the requested information. At the request of the State, BDSI shall cooperate and assist the State with the collection and review of BDSI's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be BDSI's sole responsibility and at BDSI's sole expense. If BDSI 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 BDSI, without any liability to BDSI.

11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 State

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

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

12.2 BDSI

Subject to applicable laws and regulations, in no event shall BDSI be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and BDSI's liability to the State shall not exceed \$1,021,148.00 which equals two times (2X) the total cost of configuration and services provided (\$510,574.00 x2 = \$1,021,148.00).

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

12.3 State's Immunity

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

12.4 Survival

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

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

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

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

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

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- b. Give BDSI 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 BDSI during the period from the date of such notice until such time as the State determines that BDSI has cured the Event of Default shall never be paid to BDSI.
- c. 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;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and BDSI shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

13.2 Termination for Convenience

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

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, BDSI 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 BDSI and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that BDSI has surrendered to the State all said property.

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

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

15.2 BDSI shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve BDSI of any of its obligations under the Contract nor affect any remedies available to the State against BDSI that may arise from any event of default of the provisions of the contract. The State shall consider BDSI to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

16. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement

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in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	To be filled in by BDSI	Jonathan V. Gallo State Project Manager (PM)	5 Business Days
First	To be filled in by BDSI	William Baggeroer, CIO	10 Business Days
Second	To be filled in by BDSI	Nicholas Toumpas Commissioner	15 Business Days

PRIMARY: DWAYNE ROMELKIE, VICE PRESIDENT
 FIRST: TIM STANLEY, PRESIDENT
 SECOND: PAULA CAMERON, DIRECTOR ACCOUNTS & ADMINISTRATION
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The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

17. GENERAL PROVISIONS

17.1 Travel Expenses

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

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.

17.2 Shipping and Delivery Fee Exemption

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

17.3 Project Workspace and Office Equipment

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

17.4 Access/Cooperation

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

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

17.5 Required Work Procedures

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

17.6 Computer Use

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

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- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall BDSI access or attempt to access any information without having the express authority to do so.
- c. That at no time shall BDSI 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 BDSI 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 BDSI. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if BDSI is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.7 Email Use

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

17.8 Internet/Intranet Use

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

17.9 Regulatory Government Approvals

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

17.10 Force Majeure

Neither BDSI 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.

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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 BDSI's inability to hire or provide personnel needed for BDSI's performance under the Contract.

17.11 Insurance

17.11.1 BDSI Insurance Requirement

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

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

17.12 Exhibits

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

17.13 Venue and Jurisdiction

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

17.14 Survival

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

17.15 Work for Hire

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure

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CONTRACT AGREEMENT –PART 2**

United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

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EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

BDSI shall provide the State with the Service Delivery Transformation – Data Repository System that will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

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

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

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date
A. Design Phase	N/A	N/A
(1) Kickoff Meeting	Non-Software	
(2) Project Work Plan	Non-Software Written	
(3) Data Mapping Worksheet	Written	
(4) Requirements Worksheet	Written	
(5) Architecture Document	Written	
A-1. Training (See Section #3 – Training Deliverables)	N/A	N/A
(1) Training Plan	Non-Software and Written	
(2) Training Curriculum	Non-Software and Written	
(3) Training Materials/End User Documentation	Non-Software and Written	
(4) Public Training System Training Delivery	Non-Software and Written	
B. Development Phase	N/A	N/A

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Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date
(1) Data Repository Design	Written	
(2) Data Repository Hardware Sizing	Written	
(3) Data Repository Installation and Configuration	Software and Written	
B-1. Iteration 0	N/A	N/A
(1) Data Repository Integration with Selected State Information Systems	Software and Written	
(2) Data Repository Initial Population of Data	Software and Written	
(3) Validation of the Completeness and Accuracy of the Data Repository (Certificate)	Non-Software and Written	
B-2. Iteration 1	N/A	N/A
(1) Data Repository Integration with Selected State Information Systems	Software and Written	
(2) Data Repository Initial Population of Data	Software and Written	
(3) Validation of the Completeness and Accuracy of the Data Repository (Certificate)	Non-Software and Written	
B-3. Iteration 2	N/A	N/A
(1) Data Repository Integration with Selected State Information Systems	Software and Written	
(2) Data Repository Initial Population of Data	Software and Written	
(3) Validation of the Completeness and Accuracy of the Data Repository (Certificate)	Non-Software and Written	
B-4. Iteration 3	N/A	N/A
(1) Data Repository Integration with Selected State Information Systems	Software and Written	
(2) Data Repository Initial Population of Data	Software and Written	
(3) Validation of the Completeness	Non-Software and Written	

2013 – 005 Exhibit A Contract Deliverables
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Initial All Pages:

Broadstreet Data Solutions Inc. Initials TS

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Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date
and Accuracy of the Data Repository (Certificate)		
D. Testing	N/A	N/A
(1) Test Plan and Preparation	Non-software and Written	
(2) Unit Testing	Non-Software	
(3) System Integration Testing	Non-Software	
(4) Conversion Validation Testing	Non-Software	
(5) Installation Testing	Non-Software	
(6) User Acceptance Testing	Non-Software	
(7) Performance Testing	Non-Software	
(8) Regression Testing	Non-Software	
(9) Security Review and Testing	Non-Software	
E. Training Post-testing		
(1) Training of DHHS Staff in the Use and Support of the Data Repository and DoIT Technical Support Staff Knowledge Transfer	Non-Software and Written	
E. Other		
(1) Master Client-Centric Data Repository Adoption Summary	Written	
(2) Master Client-Centric Data Repository Technical Infrastructure Summary	Written	
(3) Consultative Services Plan and Software Enhancements	Software and Written	
(4) Steering Committee Presentation	Written	
(5) Project Status Reports	Non-Software Written	Ongoing/biweekly

3. TRAINING DELIVERABLES

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

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4. SOFTWARE LICENSES

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

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling **\$907,854.00** for the period between the Effective Date through September 30, 2013. BDSI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow BDSI to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1: Summary of Contract Cost

Item	Total Cost
Software: Oracle Endeca Information Discovery	\$325,639
Services	\$437,224
Training	\$13,850
Other	\$0
Maintenance and Support - Year 1	\$71,641
Post Deployment	\$59,500
Total	\$907,854

Table 2: Firm Fixed Price Deliverable Payment Schedule

Description of Milestone	Projected Date of Milestone Completion	Amount
Contract Approval (Payment #1 = Software + 1 year Maintenance + Support)	10/17/12	\$397,280.00
Completion of Design Document Acceptance (Payment #2 = 20% of fixed price reduced 10%)	11/30/2012	\$81,193.32
Iteration 1 (Payment #3 = 40% of fixed price reduced 10%)	1/21/2013	\$162,386.64
Deploy and Cutover (Payment #4 = 40% of fixed price reduced 10%)	3/22/2013	\$162,386.64
Post-Deployment End (400 consulting hours completed) (Payment #5 = 400 time and material for 400 hours reduced 10%)	5/3/14	\$53,550.00
Holdback Payment (Payment #6 = 10% of \$510,574)	TBD- End of Warranty Period	\$51,057.40
Total		\$907,854

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2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **\$907,854.00** ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to BDSI for all fees and expenses, of whatever nature, incurred by BDSI in the performance hereof.

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

3. INVOICING

BDSI shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. BDSI 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 or milestone and identification of the Deliverable or milestone for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:
State of New Hampshire
Department of Health and Human Services
Office of Information Services
129 Pleasant Street
Concord, NH 03301
Attn: Grant Beckman

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Broadstreet Data Solutions Inc.
260 Peachtree Street, North West, Suite #2200
Atlanta, GA 30303

5. OVERPAYMENTS TO BDSI

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

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6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold \$51,057.40percent (10%) of the Contract price, except Software license fees and support, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

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EXHIBIT C
SPECIAL PROVISIONS**

1. Special Provisions

The License/Warranty and Services provisions for the Oracle/Endeca Information Discovery Software shall be those as set forth in the Software License and Services Agreement between State of New Hampshire and Oracle USA, Inc., dated February 22, 1996 (“Agreement,” Oracle Agreement Name “SLSA-27315-22FEB-96”) as amended, and further extended by “Amendment Fifteen” dated July 1, 2012. See Exhibit O, Attachment E as set forth herein.

2. Notice:

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

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

TO BDSI:
Broadstreet Data Solutions, Inc.
Dwayne Remekie
260 Peachtree Street W., Suite 2200
Atlanta, GA 30303
Tel: (647) 297-9025

TO THE STATE:
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
ATTN: Grant Beckman
Tel: (603) 271-9393

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ADMINISTRATIVE SERVICES**

1. STATE MEETINGS AND REPORTS

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

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

- a. Introductory Meeting:** Participants will include BDSI 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. Introductory Meeting: Participants will include BDSI 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.

The Introductory Meeting is a key meeting where all stakeholders are present for a "meet-and-greet" session. A brief (30-min) session of introductions of roles and responsibilities is important to management expectations of expertise and current work responsibilities. The intent is to create a cohesive team where all members are formally introduced and can demonstrate how they add value to the Project's lifecycle. A second meeting with key stakeholders 1-hr will be required to discuss and establish Project procedures where the discussion has the purpose to establish preliminary Project procedures and discuss NH DHHS policies and procedures.

- b. Kickoff Meeting:** Participants will include the State and BDSI Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow. The Kick-off Meeting will introduce all Project Team members for both BDSI-Endeca and NH DHHS Team. This is a formal presentation that will be lead and created by BDSI-Endeca based on discussion with NH DHHS. The length is 2-hours but can be modified depending on the needs of the NH DHHS.
- c. Status Meetings:** Participants will include, at the minimum, the BDSI Project Manager and the State Project Manager. These meetings will be conducted at least WEEKLY and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from BDSI shall serve as the basis for discussion.

Weekly Project Status Meetings and Reports

Regular status reports will be based on the weekly project manager meetings between the BDSI and NH DHHS Project Managers. As the BDSI Project Manager is a multi-resource role: A strong team member with technology deliverables, accountable for day-to-day management of the BDSI Team, link between NH DHHS core Team through their PM and responsibility to support Project Director for Steering Committee communications.

- 1) Management Methodology - Daily Meetings: Scrum Style Meetings for managing BDSI and NH DHHS Team day-to-day deliverables

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- 2) Project Management - Weekly Meetings: The Work Plan document is reviewed and status check for PM stakeholders
- 3) Steering Committee Meeting – Monthly Report: Review prior month’s Status Report, and complete current week’s Status Report for Project Directors and Steering Committee Depending on the communication needs of the Project stakeholders, the status meeting agenda and reports will include one or more of the following at the request of the State:
 - Quick visual references using color coding to mark status (Green- On Target, Yellow- Needs Attention, Red -At Risk)
 - Update the MS Project Plan document identifying the Project status
 - Project Summary of over Project (2-3 sentences)
 - Fixed week intervals of past and future activities (prior and current) including timeline, scope, solution, staffing and invoices
 - Individual workstream updates tables for parallel workflow
 - All potential risks are to be identified along with proposed risk mitigation solutions
 - Escalation issues will be reported immediately and documented
 - Milestones of planned versus actual to record past performance

Management Methodology: Daily Meetings

Scrum Style Meetings – The Scrum meetings are part of the Agile Methodology. These are meeting scheduled between the development Team and the Project Manager to report on three factors:

- 1) What have you accomplished over the last 24 hours?
- 2) What do you plan on accomplishing over the next 24 hours?
- 3) Are you faced with any roadblocks?

These meetings last anywhere between 15 to 30 minutes and are designed to keep the Project moving and escalate issues quickly.

Project Management: Weekly Meetings

The BDSI Project Manager or BDSI Key Project Staff shall submit WEEKLY status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The BDSI’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. BDSI shall produce Project status reports, which shall contain, at a minimum, the following:

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

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7) Report and remedies in case of falling behind Schedule

- d. The Work Plan:** Work plan document - During the weekly Project Management meeting, the Work Plan will be assessed and updated accordingly. This will serve as the working document, where each week will have an assigned MS Project Plan document version.
- e. Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues. Special Meetings will be called for escalation reasons where the Project is at risk and requires decisions from Project Directors and Steering Committee to continue the Project. These meetings will only be called if all possible options have been exhausted. Agendas with fact sheets and options of potential solutions will be provided for each meeting. All important documents needed to make a decision will be provided 2-days prior to allow stakeholders to review and decide during the meeting. Official records will be maintained by BDSI Project Manager.
- f. Exit Meeting:** Participants will include Project leaders from BDSI 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 BDSI 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 BDSI's responsibility.

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

2. STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

BDSI 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. BDSI and its Subcontractors shall retain all

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such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. BDSI 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 BDSI's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

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

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IMPLEMENTATION SERVICES**

BDSI shall provide the State with the following Services:

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. BDSI shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan: See Exhibit I: Work Plan details.
- B. BDSI and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The BDSI Team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements (i.e. State of New Hampshire not permitted out of state travel). Training shall be provided by Broadstreet Data Solutions, Inc., onsite or via internet. See Exhibit L Training Services for training plan details.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. BDSI shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new System. A focus on technology transition shall be a priority.
- F. BDSI shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- G. BDSI shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

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

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1.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure. This effort will be during the Design phase of the implementation approach and a proposed architecture will be defined. The proposed architecture will be validated during this period and a final architecture will be confirmed based on NH DHHS standards, existing hardware availability and future requirements.

BDSI will provide Pre-Production Administration Services contingent upon the State arranging server resources and Services and if server resources are arranged through a third party, contingent upon adequate service levels and response times from such third party. BDSI shall provide advice and reasonable assistance to State staff or third party assisting the State to promote availability of servers and to schedule backup activities. However, BDSI is not responsible for service interruptions or unavailability of the State or third-party test and development instances.

1.2.2 Implementation

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

Processes will be documented, training established, and the System will be ready for Implementation in accordance with the agreed upon Work Plan. Detailed phases and tasks will be fully outlined in Exhibit I: Work Plan.

1.2.3 Change Management and Training

BDSI's change management and training Services shall be focused on developing change management and training strategies and plans and working with the State to support these plans to ensure the Project efforts in these areas are properly managed and executed.

1.2.4 Software Assets

BDSI will be responsible for working with the State to ensure that all Software assets created during the Project are stored in a State data repository. The State currently uses Harvest as its source management system and will provide licenses to Broadstreet Data Solutions, Inc., as necessary to complete the work necessary for this Contract.

2 IMPLEMENTATION METHODOLOGY

The BDSI Team shall provide the consulting Services for the Contract. At the beginning of the Project, Broadstreet Data Solutions, Inc., will work with the New Hampshire Department of Health and Human Services to define a list of prioritized user scenarios, and deliver these in multiple Iterations showing progress through reviews at the end of each Iteration. During these reviews, Broadstreet Data Solutions, Inc., will

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work with New Hampshire Department of Health and Human Services to refine the requirements and continue with additional Iterations. This approach includes but is not limited to the following:

2.1 Implementation Approach Phases

Design

Prior to kicking off the Project, the BDSI Team will prepare for the Project and coordinate with the NH DHHS to ensure a quick start. This includes the following activities:

- 1) Project Initiation
 - a) Knowledge Transfer and Documentation Review
 - b) Setup Project Tools including, but not limited to: source control, Project tracking, budget tracking, resource scheduling, etc.
- 2) Design Workshop Preparation
 - a) Scope and Schedule Review
 - b) Update / Send Design Workshop Preparation Guide to NH DHHS
 - c) Design Workshop Kickoff Meeting call to introduce Team, review methodology, agendas and logistics
 - d) Conduct SOW review meeting with NH DHHS
 - e) Preparation meetings with NH DHHS
 - f) Data Review with NH DHHS data stewards to understand the data used in the System
 - g) Setup Oracle Endeca Environment with NH DHHS Data for Design Workshop
 - h) Finalize Design Workshop Materials
 - i) Preparation for Development including establishing remote access, communication planning and setting up local development environments
- 3) Data Preparation

Prior to conducting the Design Workshop, the NH DHHS shall provide sample extracts of the defined data to BDSI for review to:

 - a) Understand general layout and structure
 - b) Ensure the data is available and in an agreed upon format
 - c) Contains the necessary elements needed to support search, navigation, analytic metrics and any required application logic
- 4) Delivery of the Oracle Endeca Information Discovery (OEID) Design Workshop.

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The Design Workshop is an onsite meeting to review the functional and technical requirements, design the application and plan the Project. The Design Workshop will take place during normal business hours (8:00 a.m. – 4:00 p.m. EST). The Design workshop will include the following activities:

- a) Up to four (4) days on-site with NH DHHS to describe the Data Repository Project application. During the workshop, the NH DHHS and BDSI cover the following topics:
 - (i) OEID Concepts Review Session
 - Review of OEID topics to gain a common understanding of features and terminology
 - (ii) User Segment / Scenario Session
 - Review of the users that will be accessing the application
 - Review and create use case scenarios
 - Objectives and business goals
 - (iii) Application Design Session to understand and agree on the user experience of the application including:
 - High Level Oracle Endeca Studio Pages
 - Whiteboard and sketch layouts of each page
 - Components for each page
 - Configuration and metrics for each component
 - Security requirements including data, component or page and integration
 - (iv) Data / Operations Session to review the source data and non-functional aspects of the application including
 - Review the data sources, structure, record types and relationships
 - Review Data integration requirements and update frequency
 - Understand how metrics are defined and derived from the data
 - Describe NH DHHS's technical environments, performance requirements and deployment strategies
- b) Project Planning:
 - i) Develop mid-level milestone plan including defining the number of development iterations
 - ii) Schedule resources and confirm communication cadence
 - iii) Finalize Project Plan and gain agreement between BDSI and NH DHHS

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Development Iteration(s)

During each development cycle, the NH DHHS will prepare data for the application, and BDSI will develop a subset of the overall application and conduct Iteration reviews with the Project Team and key NH DHHS stakeholders. The Iteration reviews provide an insight into the application as it is developed and gives an opportunity for the NH DHHS to validate the progress.

Each development Iteration will focus on a set of user scenarios (as prioritized by NH DHHS during the Design workshop), and will include the following activities:

- 1) Data preparation:
 - a) Review and validate data sources, tables, fields, and metrics and confirm timeline for data preparation completion.
 - b) Provide ongoing advisory assistance as NH DHHS prepares data for current Iteration.
- 2) Conduct development and Unit Testing of the application using Oracle Endeca Information Discovery, to support the development to support the Iteration requirements:
 - a) Configure Oracle Endeca Server to support data requirements
 - b) Configure Oracle Endeca Studio to support use case requirements
 - c) Develop, test and deliver OEID operational environment to support data updates
 - d) Perform Unit Testing (including data validation and performance)
- 3) Conduct Iteration review to demonstrate developed functionality and capture feedback
 - a) Prepare Iteration review demonstration and meeting documents
 - b) Summarize previous Iteration feedback
 - c) Review current Iteration goals
 - d) Provide formal demonstration of the developed functionality
 - e) Collect current Iteration feedback
 - f) Review next Iteration goals
- 4) Conduct next Iteration planning session, confirmation with NH DHHS and update Project Plan
- 5) Conduct current Iteration retrospect session to review the Project execution and review areas for improvement
- 6) Update the OEID Design Document with functional and technical details for the Iteration

In Iteration 0, the basic “plumbing” of the application will be put in place such that a working application with data from all available data sources is available to end users. All subsequent Iterations will build upon this foundation in order to meet all of the remaining requirements for interoperability between data sets.

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Deploy & Close

- 1) Provide support as the NH DHHS develops and executes the System and functional test plan
- 2) Correct deficiencies identified from the System and test plan
- 3) Support as NH DHHS deploys the application in its production environment
- 4) Performance tuning
- 5) Delivery of Design Document, which contains Project technical details including technical architecture and features implemented.
- 6) Support introduction meeting between NH DHHS and Oracle NH DHHS Care.
- 7) Provide a two (2) day knowledge transfer session to review the Project technical documentation, code and operational procedures developed by BDSI.
- 8) Review of the next Business Release enhancements (400 hours of consultative Services) to the NH DHHS's application that have been identified during the course of this engagement.

Overall Project

- 1) Provide ongoing technical advice and direction for the NH DHHS Team as it performs common BDSI development tasks.
- 2) Attend daily stand-up meetings to review Project progress.
- 3) Support the NH DHHS Project manager, including the creation of a weekly status reports for BDSI, participation in weekly status meetings, issue and risk management, and facilitation of daily stand-up and review meetings, review and update of the BDSI progress plan, budget tracking and coordination of BDSI resources.

2.2 Network Services

- a. Definition of "Network Services" - BDSI will:
 - 1) Assist with installation and configuration of network connectivity specified in the ordering document and exhibits. The State may provide VPN access as needed in order to support, maintain or develop the System.
- b. Conditions and assumptions related to Network Services:
 - 1) Costs for equipment, labor and Services to maintain Internet connectivity from within BDSI facilities are BDSI's responsibility. The State is responsible for any equipment, labor, and/or Services necessary to set-up and maintain Internet connectivity at the State and/or other third party sites. If the State requests special network equipment and configurations at a BDSI facility, the State shall be charged on a time and materials basis in accordance with time & materials rates specified in the ordering document and exhibit ("T&M Rates") for acquiring and setting up such special network arrangements.

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- 2) At the State's option, authorized third parties (e.g., Software implementers, network providers) may be given limited access by BDSI to certain levels of the State's System through the VPN or through a separate network connection that meets BDSI's Specifications.
- 3) The State is responsible for ensuring that its network and system complies with Specifications that BDSI provides and, if the State is providing its own hosted servers, that all components of the BDSI's Software environment are accessible through the VPN.
- 4) BDSI is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of BDSI such as bandwidth issues outside of BDSI's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of BDSI's firewall or for any issues that are the responsibility of the State Internet Service Provider.

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SECURITY AND INFRASTRUCTURE

1. SECURITY

BDSI shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and Services. Security requirements are defined in Appendix C, Appendix D, Attachment X and Y of RFP 2013-005. BDSI shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data. The employees of BDSI and any Subcontractor shall sign the appropriate confidentiality and security agreements as requested by the State.

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

1. TESTING AND ACCEPTANCE

BDSI shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. These test documents will be reviewed and approved by the State of NH prior to implementation. BDSI will also provide training to the State of NH staff responsible for test activities. BDSI, shall be responsible for all aspects of testing, encompassing all Iterations of the Development Phase contained in the Acceptance Test Plan including, but not limited to, support, at no additional cost, during User Acceptance Testing conducted by the State as well as review and/or modification of the training materials.

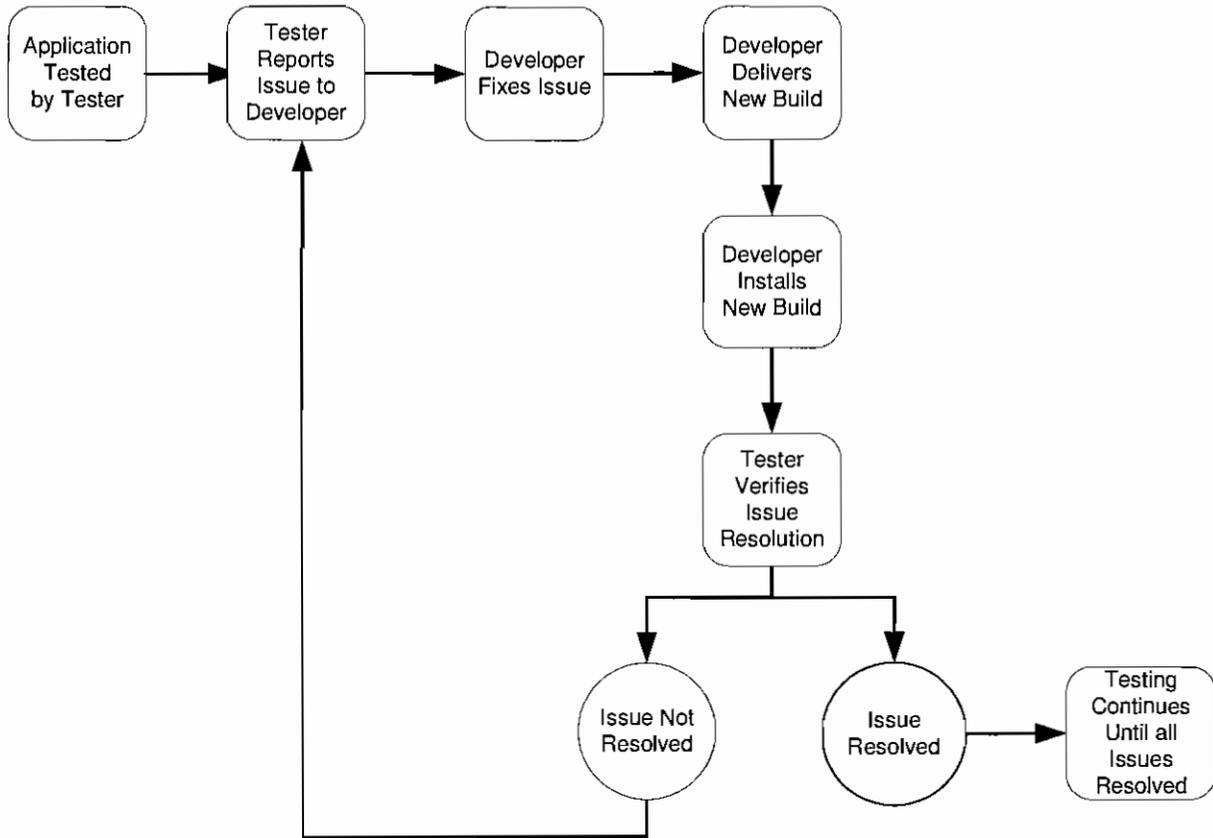
The Test Plan methodology shall reflect the needs of all Iterations of the Development Phase of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module by Iteration.

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

In addition, BDSI shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. BDSI shall also correct Deficiencies and support required re-testing.

The process flow diagram below highlights our typical process testing and issue resolution.

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1. 1 Test Planning and Preparation

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

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

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The State will commence its testing within five (5) business days of receiving Certification from BDSI 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 BDSI’s development environment. BDSI must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, dashboards and Key Performance Indicators (KPIs) by Iteration and conduct stress and performance testing/tuning, as necessary as determined by the State, at no additional cost.

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

Broadstreet Data Solutions, Inc., must demonstrate that their testing methodology is compatible with the State standard methodology.

1.2 Unit Testing by Iteration

In Unit Testing, BDSI shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing shall be performed in a testing environment independent of the development environment utilized by BDSI

The goal is to find errors in the smallest unit of Software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules and additional data sources being merged in subsequent Iterations of the overall solution .

The BDSI, developer, who is responsible for a specific unit of work, will be responsible for conducting the Unit Testing of their modules.

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

1.3 System Integration Testing (Iterations 0 through 3)

The new System shall be tested after each Iteration in a production equivalent environment. System Integration Testing validates the integration between the individual Iterations and verifies that the

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new System meets defined requirements and supports execution of interfaces and business processes as the System is modularly enhanced by each successive Iteration. The System Integration Test shall be performed in a test environment.

Thorough end-to-end testing shall be performed by the BDSI Team(s) to confirm that the System integrates with all specified interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications – as stated in the RFP and subsequent agreed upon Work Plan. It includes all interfaces being implemented, confirms data transfers with internal/external parties, and includes the transmission or printing of all electronic and paper documents.

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

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated and demonstrated to be reproducible in a consistent and reliable manner.

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

1.5 Installation Testing

In Installation Testing, the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System. This process must be thoroughly documented and vetted by NH DoIT.

1.6 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State at each Iteration of the Project. Testing by Iterations does not preclude final overall System Acceptance Testing subsequent to the final development Iteration.

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

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

The User Acceptance Test (UAT) is a Verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance

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criteria that support the successful execution of approved business processes as defined in the Work Plan.

UAT will also serve as a performance/tuning/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 Test Plan.

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

Upon successful conclusion of UAT for all Iterations and successful System deployment, the State will issue a Final letter of UAT Acceptance and the respective Warranty Period shall commence and shall last for one (1) year.

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

1.7 Performance Tuning and Stress Testing

BDSI, shall develop and document hardware and Software configuration and tuning of the System 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

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1.7.1 Scope

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

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

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

Performance tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results. Incremental performance tuning may be required in Iterations 1 through 3 as the complexity of the application suite increases.

BDSI shall lead this effort. BDSI's responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts that accurately reflect business load, and coordinating reporting of results.

1.7.2 Test types

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

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

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b. Load Tests: Load Testing will determine if the behavior of the System can be sustained while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

Tuning shall occur during both the development of the System and Load Testing. Tuning is the process whereby System performance is optimized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters shall be identified for all components prior to undertaking the Load Testing effort. This shall include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the Team to identify the areas of most potential gain and a starting point. Tuning is a process that is repeated until the State Team determines that the System is running at or near optimum performance defined as +/- 2% delta.

1.7.4 Implementing Performance and Stress Test

Performance and Stress test tools used by the State of New Hampshire are Tivoli ITM and ITCAM and CA Spectrum. BDSI may use any open source product with State approval. Consideration must be given to licensing with respect to continued use for Regression Testing if tools, other than those for which the State is licensed, are being recommended for this part of the Project.

1.7.5 Scheduling Performance and Stress Testing

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

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

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

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 5% of each other in key and overall performance areas. No changes to the test scripts or data

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sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The Systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when System and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

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

If Defects are identified in the application during testing they will be recorded, however, changes to the Software code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required, new baselines will be established before testing can continue.

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

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

During Performance Testing the tester will design test case scenarios to determine if the System meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the System under a known set of conditions.

1.8 Regression Testing

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

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

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- b.) BDSI shall notify the State no later than five (5) business days from the BDSI's receipt of written notice of the test failure when BDSI expects the corrections to be completed and ready for retesting by the State. BDSI will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by BDSI based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. validate that the change/update has been properly incorporated into the program; and
 - 2. validate that there has been no unintended change to the other portions of the program.
- d.) BDSI shall:
 - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 - 3. Manage the entire cyclic process.
- e.) BDSI shall execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such Regression Testing, BDSI shall 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, BDSI will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9 Security Review and Testing

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

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

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

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

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

1.10 Successful UAT Completion

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

1.11 System Acceptance

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

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MAINTENANCE AND SUPPORT SERVICES

Exhibit G – Not Used

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EXHIBIT H
PRIORITY RESPONSES**

The following tables describe High Level Mandatory Requirements that must be satisfied by BDSI.

Table H-1 High Level Mandatory Requirements (as stated in RFP 2013-005 – Attachment X)

Req #	Description of Requirement	
Section A - Business Requirements		
PROGRAM MANAGEMENT		
Manage Program Information		
MCCDR 1.1	Identifies relationships between key entities in the Enterprise Data Warehouse.	The Oracle Endeca platform provides the ability to identify relationships between key entities in the Enterprise Data Warehouse. Relationships are treated as Facets within the Oracle Endeca model, and are readily available to users for exploration.
MCCDR 1.2	At a minimum, transfers data from NH DHHS EDW systems (i.e., Bridges, New Heights, NECSES, Options and Lawson) and creates client centric records with associated services and information.	The Oracle Endeca platform provides the ability to transfer data from the NH DHHS EDW systems and at a minimum, transfers data from NH DHHS EDW systems (i.e., Bridges, New Heights, NECSES, Options and Lawson) and create client centric records with associated services and information. Oracle Endeca has the ability to rapidly integrate new internal and external data sources and present them to end users via Oracle Endeca (structured and unstructured content).
MCCDR 1.3	Accepts data in a variety of formats from a variety of additional sources, (e.g., Vital Statistics, MCO encounter data, Benefit Manager encounter data (pharmacy, dental, mental health), Waiver program data, Census Bureau, other agencies or entities).	The Oracle Endeca platform provides the ability to accept data in a variety of formats from a variety of additional sources, (e.g., Vital Statistics, MCO encounter data, Benefit Manager encounter data (pharmacy, dental, mental health), Waiver program data, Census Bureau, other agencies or entities. The integration of additional internal and external data sources within Oracle Endeca is a core strength of the platform.

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Req #	Description of Requirement	
MCCDR 1.4	Refreshes or replaces all historical claim data, recipient enrolment, provider enrolment, and other primary reference data on a scheduled basis.	The Oracle Endeca platform provides the ability to refresh or replace all historical claim data, recipient enrolment, provider enrolment, and other primary reference data on a scheduled basis. Oracle Endeca's information integration suite provides the ability to capture delta information by appending or replacing historical data.
MCCDR 1.5	Maintains synchronization of claims and encounter record dates with provider and Client record dates (i.e., a claim or encounter is always linked to the provider status and Client status segments associated with the date of service).	The Oracle Endeca platform provides the ability to maintain synchronization of claims and encounter record dates with provider and Client record dates (i.e., a claim or encounter is always linked to the provider status and Client status segments associated with the date of service). Oracle Endeca Data Integrator provides the ability to develop workflows to address this requirement.
MCCDR 1.6	Supports simple queries and preformatted reports that are easy to access, follow a user-friendly protocol, and produce responses immediately.	The Oracle Endeca platform supports queries and preformatted reports that are easy to access, follow a user-friendly protocol, and produce responses immediately. Oracle Endeca provides an intuitive interface that exposes data ingested by the MDEX engine to the end user in an immediate response.
MCCDR 1.7	Provides ad hoc reporting capability that presents summarized information on key factors (e.g., number of enrollees, total dollars paid, etc.) upon request.	The Oracle Endeca platform provides ad hoc reporting capability that presents summarized information on key factors (e.g., number of enrollees, total dollars paid, etc.) upon request.
MCCDR 1.8	Provides ad hoc query capability for retrieval of data relevant to specific operational units, (e.g., claims, DFA, DCYF, BBH, etc.)	The Oracle Endeca platform provides ad hoc query capability for retrieval of data relevant to specific operational units, (e.g., claims, DFA, DCYF, BBH, etc.) Powerful analytics can be integrated with ad hoc queries to assist operational units improve performance by identifying outliers, etc.

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Req #	Description of Requirement	
MCCDR 1.9	Extends system flexibility by adding enhanced reporting above and beyond what is available through other Data Warehouse or Silo system functions.	The Oracle Endeca platform extends system flexibility by adding enhanced reporting above and beyond what is available through other Data Warehouse or Silo system functions. Oracle Endeca provides the ability to integrate structured and unstructured content to provide views beyond those available in the Data Warehouse.
MCCDR 1.10	Supports a variety of formats and output options (e.g., Word, Excel, HTML, Access database, PDF or GUI format).	The Oracle Endeca platform supports a variety of formats and, output options (e.g., Word, Excel, HTML, Access database, PDF or GUI format). XML is also supported.
MCCDR 1.11	Provides online assistance to users to support effective use of data query, data analysis, and report formatting capabilities.	The Oracle Endeca platform provides the capability to supply online assistance to users to support effective use of data query, data analysis, and report formatting capabilities. Oracle Endeca provides the ability to develop this content in an agile manner and modify as needed.
MCCDR 1.12	Maintains easy access to data relevant to the needs of staff (e.g., claims adjudication, prior approval, utilization review, and analysis of specific payment areas (pharmacy, dental, inpatient, etc.), geographic and demographic profiles.	The Oracle Endeca platform maintains easy access to data relevant to the needs of staff (e.g., claims adjudication, prior approval, utilization review, and analysis of specific payment areas (pharmacy, dental, inpatient, etc.), geographic and demographic profiles. Advanced analytics can be created to enhance this requirement (HEAT maps, tag clouds, etc.).
MCCDR 1.13	Supports a range of analysis actions including: benefit modeling, clinical review, utilization management, program planning, forecasting, program assessment, provider or contractor performance, quality assurance, etc..	The Oracle Endeca platform supports a range of analysis actions including: benefit modeling, clinical review, utilization management, program planning, forecasting, program assessment, provider or contractor performance, quality assurance, etc.. The Oracle Endeca platform provides the flexibility to accommodate this requirement before or after the data ingestion process (i.e. when the MDEX engine ingests information).

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MCCDR 1.14	Supports analytical staff through sophisticated analytical tools that perform specific analytical functions, e.g., statistical analysis, comparative analysis, financial trends, case-mix adjustments within time ranges.	The Oracle Endeca platform supports analytical staff through sophisticated analytical tools that perform specific analytical functions, e.g., statistical analysis, comparative analysis, financial trends, case-mix adjustments within time ranges. Range filters can also be applied within Oracle Endeca to provide flexible analysis.
MCCDR 1.15	Collects and summarizes data for specific user communities (e.g., data marts or cubes) such as program analysis staff, research group, and financial management unit.	The Oracle Endeca platform collects and summarizes data for specific user communities (e.g., data marts or cubes) such as program analysis staff, research group, and financial management unit. Communities can also share information, if needed.
Section B – Program Analytics		
Manage Program Information		
MCCDR PM1.1	Provides information to assist management in fiscal planning and control.	The Oracle Endeca platform provides information to assist management in fiscal planning and control. Proactive alerts within Oracle Endeca can be developed.
MCCDR PM1.2	Provides information required in the review and development of DHHS policies and regulations.	The Oracle Endeca platform provides information required in the review and development of DHHS policies and regulations. Oracle Endeca also provides capabilities to assess the effectiveness of policies and regulations, as well as forecast potential scenarios.
MCCDR PM1.3	Prepares information to support the preparation of budget allocations for the fiscal year.	The Oracle Endeca platform prepares information to support the preparation of budget allocations for the fiscal year. Predictive analytics within Oracle Endeca's platform can assist to identify areas at risk due to budget constraints, and potential impact.
MCCDR PM1.4	Supports the Projection of the cost of program services for future periods.	The Oracle Endeca platform supports the projection of the cost of program services for future periods. Projections can also be mapped using packages such as ESRI.

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Req #	Description of Requirement	
MCCDR PM1.5	Compares current cost with previous period cost to establish a frame of reference for analyzing current cash flow.	The Oracle Endeca platform compares current cost with previous period cost to establish a frame of reference for analyzing current cash flow. Peer group analysis can also be facilitated within Oracle Endeca.
MCCDR PM1.6	Compares actual expenditures with budget to determine and support control of current and projected financial position.	The Oracle Endeca platform compares actual expenditures with budget to determine and support control of current and projected financial position.
MCCDR PM1.7	Analyzes various areas of expenditure to determine areas of greatest cost.	The Oracle Endeca platform analyzes various areas of expenditure to determine areas of greatest cost. Analysts can drill down to detailed level of information.
MCCDR PM1.8	Maintains provider, recipient, claims processing, and other data to support agency management reports and analyses.	The Oracle Endeca platform maintains provider, recipient, claims processing, and other data to support agency management reports and analyses. Oracle Endeca can crawl unstructured content and present information for analysis (i.e. notes appearing on claims can be crawled for term extraction an analysis).
MCCDR PM1.9	Tracks claims processing financial activities and provide reports on current status of payments.	The Oracle Endeca platform provides the ability to track claims processing financial activities and provide reports on current status of payments.
MCCDR PM1.10	Reviews errors in client profiles, services provided, and payment processing to determine areas for increased oversight.	The Oracle Endeca platform provides the ability to review errors in client profiles, services provided, and payment processing to determine areas for increased oversight. Alerts can be developed in Oracle Endeca to proactively address errors in client profiles.
MCCDR PM1.11	Reviews the utilization of services by various client categories/profiles to determine the extent of participation and related cost.	The Oracle Endeca platform provides the ability to review the utilization of services by various client categories/profiles to determine the extent of participation and related cost.

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Req #	Description of Requirement	
MCCDR PM1.12	Presents geographic analysis of expenditures and Client/Provider participation.	The Oracle Endeca platform provides the ability to present geographic analysis of expenditures and Client/Provider participation. The platform allows for the plotting of points on a map as well as navigation refinement via windowing functions (e.g. drawing a rectangular area) on a map.
MCCDR PM1.13	Provides client enrolment and participation analysis and summary, showing utilization rates, payments and number of clients by eligibility category.	The Oracle Endeca platform provides the ability to supply client enrolment and participation analysis and summary, showing utilization rates, payments and number of clients by eligibility category. Business analysts have the flexibility in Oracle Endeca to modify these categories and extend analysis to other facets.
MCCDR PM1.14	Reports on dual/multi-eligible.	The Oracle Endeca platform provides the ability to report on dual/multi-eligible.
Section C - Security Management		
Manage Program Information		
MCCDR SP1.1	Verifies identity of all users, denies access to invalid users. For example: <ul style="list-style-type: none"> • Requires unique sign-on (ID and password) • Requires authentication of the receiving entity prior to a system-initiated session, such as transmitting responses to eligibility inquiries 	The Oracle Endeca platform provides the ability to verify the identity of all users and deny access to invalid users. Oracle Endeca's product has been developed to adhere to several industry standard security protocols and standards.
MCCDR SP1.2	Enforces password policies for length, character requirements, and updates.	The Oracle Endeca platform provides the ability implement robust security management programs including password policies.
MCCDR SP1.3	Supports a user security profile that controls user access rights to data categories and system functions.	The Oracle Endeca platform provides the ability to support a user security profile that controls user access rights to data categories and system functions

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Req #	Description of Requirement	
MCCDR SP1.4	Permits supervisors or other designated officials to set and modify user security access profile.	The Oracle Endeca platform provides the ability to permit supervisors or other designated officials to set and modify user security access profile.
MCCDR SP1.5	Includes procedures for accessing necessary electronic Protected Health Information (ePHI) in the event of an emergency; continue protection of ePHI during emergency operations.	The Oracle Endeca platform provides the ability to include procedures for accessing necessary electronic Protected Health Information (ePHI) in the event of an emergency; continue protection of ePHI during emergency operations.
MCCDR SP1.6	Supports workforce security awareness through such methods as security reminders (at log on or screen access), training reminders, online training capabilities, and/or training tracking.	The Oracle Endeca platform provides the ability to support workforce security awareness.
MCCDR SP1.7	Alerts appropriate staff authorities of potential violations of privacy safeguards, such as inappropriate access to Confidential Informationn.	The Oracle Endeca platform provides the ability to supply alerts appropriate staff authorities of potential violations of privacy safeguards, such as inappropriate access to Confidential Informationn
MCCDR SP1.8	Contains a data definition for the Designated Record Set (DRS) that allows it to be included in responses to inquires and report requests.	The Oracle Endeca platform provides the ability to contain a data definition for the Designated Record Set (DRS) that allows it to be included in responses to inquires and report requests.
MCCDR SP1.9	Supports Encryption and decryption of stored ePHI or an equivalent alternative protection mechanism.	The Oracle Endeca platform provides the ability to support Encryption and decryption of stored ePHI or an equivalent alternative protection mechanism.
MCCDR SP1.10	Supports Encryption of ePHI that is being transmitted, as appropriate.	The Oracle Endeca platform has been designed to accommodate industry standard security policies and procedures.
MCCDR SP1.11	Supports integrity controls to guarantee that transmitted ePHI is not improperly modified without detection (e.g., provide secure data transmission).	The Oracle Endeca platform provides the ability to support integrity controls via Oracle Endeca Data Integrator. Reports can be generated and made readily accessible regarding activity.

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Req. #	Description of Requirement	
MCCDR SP1.12	Provides data integrity of ePHI by preventing and detecting improper alteration or destruction (e.g., double keying, message authentication, digital signature, check sums etc.).	The Oracle Endeca platform provides the ability to supply data integrity via Oracle Endeca's Data Integrator component of the proposed solution.
MCCDR SP1.13	Generates alerts for conditions that violate security rules, for example: <ul style="list-style-type: none"> • Attempts to access unauthorized data and system functions • Logon attempts that exceed the maximum allowed • Termination of authorized sessions after a specified time of no activity 	The Oracle Endeca platform provides the ability to generate alerts for conditions that violate security rules.
MCCDR SP1.14	Logs and examines system activity in accordance with audit policies and procedures adopted by the NH DHHS.	The Oracle Endeca platform provides the ability to log and examine system activity.
MCCDR SP1.15	Provides security incident reporting and mitigation mechanisms, such as: <ul style="list-style-type: none"> • Generate warning or report on system activity based on security parameters • Terminate access and/or generate report when potential security violation detected • Preserve and report specified audit data when potential security violation detected 	The Oracle Endeca platform provides the capability to supply security incident reporting and mitigation mechanisms
MCCDR SP1.16	Supports procedures for guarding, monitoring, and detecting malicious software (e.g., viruses, worms, malicious code, etc.).	The Oracle Endeca platform provides the ability to support procedures for guarding, monitoring, and detecting malicious software. Oracle Endeca's industry standard security models are frequently used in agencies such as the CIA, with stringent requirements
MCCDR SP1.17	Has the capability to respond to an authorized request to provide a report containing the data record set for a given individual or class of individuals.	The Oracle Endeca platform provides the ability to respond to an authorized request to provide a report containing the data record set for a given individual or class of individuals.

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Req #	Description of Requirement	
MCCDR SP1.18	Contains indicators that can be set to restrict distribution of ePHI in situations where it would normally be distributed.	The Oracle Endeca platform provides the ability to restrict the distribution of ePHI.
MCCDR SP1.19	Tracks disclosures of ePHI; provides authorized users access to and reports on the disclosures.	The Oracle Endeca platform provides the ability to restrict the distribution of ePHI.
MCCDR SP1.20	Has the capability to identify and note amendments to the data record set for a given individual.	The Oracle Endeca platform provides the capability to identify and note amendments to the data record set for a given individual. Oracle Endeca Data Integrator can be used provide a flexible mechanism to ensure amendments follow the data record set for future use and analysis.

The following tables describe Detailed Business and technical requirements of the System that must be satisfied by BDSI.

Table H-2 Requirements (as stated in RFP 2013-005 – Attachment Y)

Req #	Description of Requirement	M/O	Y/M/N (See Above)	Proposal Reference and Comments
Section A - Business Requirements				
Section A - PROGRAM MANAGEMENT				
Manage Program Information				
MCCDR PG1.1	Associates service data (e.g., claims attachment) with the client/claim record.	M	Y	The Oracle Endeca platform allows the association of service data (e.g., claims attachment) with the client/claim record. This association will occur within the ETL section of the proposed solution, and be displayed within Oracle Endeca.

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MCCDR PG1.2	Supports retrieval and presentation of data associated with geographic indicators such as by state, by county, town, and by zip code.	M	Y	The Oracle Endeca platform supports retrieval and presentation of data associated with geographic indicators such as by state, by county, town, and by zip code. The platform allows for the plotting of points on a map as well as navigation refinement via windowing functions (e.g. drawing a rectangular area) on a map.
MCCDR PG1.3	Provides reports that allow users to drill down from summarized data to detailed data.	M	Y	The Oracle Endeca platform provides reports that allow users to drill down from summarized data to detailed data. Leveraging the MDEX engine within the proposed solution, users can leverage “facets” of the data and filter in various directions in real time data exploration.
MCCDR PG1.4	Demonstrates support for standard summarized data to be accessed by agency executives (e.g., Executive Information System or dashboards).	M	Y	The Oracle Endeca platform demonstrates support for standard data to be accessed by agency executives (e.g., Executive Information System or dashboards). Oracle Endeca is unlimited in the number of queries, which can be contained on any single report. In fact, due to Oracle Endeca’s patented Guided Navigation, dashboards created on the Oracle Endeca platform would simply not be possible using the traditional mechanisms leveraged in legacy BI tools. In order to provide the 100% contextually relevant user experience, legacy BI tools would require tens of very expensive queries and result in a lacking

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				experience due to poor performance. This is not the case with Oracle Endeca, which is not bound by RDBMS or OLAP methodologies and has been engineered from the ground up without the limitations of single query based tools, which use cumbersome techniques to address restrictions.
MCCDR PG1.5	Provides counts of services based on meaningful units such as but not limited to: - Service category (e.g., days, visits, units, prescriptions)- Unduplicated claims- Unduplicated clients- Unduplicated providers	M	Y	The Oracle Endeca platform provides counts of services based on meaningful units such as but not limited to: - Service category (e.g., days, visits, units, prescriptions) – Unduplicated claims – Unduplicated clients – Unduplicated providers, Duplicate values can be suppressed at various points within the proposed architecture. They can be addressed before the data ingestion process, or can be addressed by analyst in “real time” within Oracle Endeca.
MCCDR PG1.6	Provides the capability to produce unduplicated counts within a type of service and in total specified time period.	M	Y	The Oracle Endeca platform provides the capability to produce unduplicated counts within a type of service and in total specified time period. Please note MCCDR PG1.5
MCCDR PG1.7	Reports the utilization and cost of services against benefit limitations or relevant standards.	M	Y	The Oracle Endeca platform provides the capability to report the utilization and cost of services against benefit limitations or relevant standards. Oracle Endeca provides the user the ability to report

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				metrics against benchmarks and create proactive alerts based on user criteria.
MCCDR PG1.8	Analyzes cost-effectiveness/outcomes of programs/services.	M	Y	The Oracle Endeca platform provides the capability to analyze cost-effectiveness/outcomes of programs/services. Oracle Endeca provides the flexibility to define metrics and analytics to determine efficacy. This can be presented in various analytical formats as well as alerts.
MCCDR PG1.9	Reports on any change from baseline for any program or policy change.	M	Y	The Oracle Endeca platform provides the ability to report on any change from baseline for any program or policy change. This can be accommodated before or after the data is ingested by the MDEX engine, enhancing agility.
MCCDR PG1.10	Identifies payments by type of Services.	M	Y	The Oracle Endeca platform provides the ability to identify payments by type of services.
MCCDR PG1.11	Automatically alerts administration when significant change in services and payments occurs in daily, weekly, or other time period.	M	Y	The Oracle Endeca platform provides the capability the automatically alert administration when significant change in services and payments occurs in daily, weekly, or other time period. Alert criteria can be determined by the end user and implemented quickly – before and after data ingestion by the MDEX engine.
MCCDR PG1.12	Provides access to information for each provider/provider group on payments and outcomes to monitor trends in service	M	Y	The Oracle Endeca platform provides the capability to access information for each provider/provider group

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	delivery.			on payments and outcomes to monitor trends in service delivery. Information can also be accessible to authorized users based on business requirements as well. Alerts can be created to assist in monitoring.
MCCDR PG1.13	Produces provider participation analyses and summaries by different select criteria such as, but not limited to: - Payments- services- Types of services- client eligibility categories.	M	Y	The Oracle Endeca platform provides the capability to produce provider participation analyses and summaries by different select criteria such as, but not limited to: - Payments- Services- Types of services- client eligibility categories.
MCCDR PG1.14	Monitors individual provider payments and outcomes.	M	Y	The Oracle Endeca platform provides the ability to monitor individual provider payments and outcomes.
MCCDR PG1.15	Provides eligibility and client counts and trends by selected data elements such as, but not limited to, aid category, type of service, age and county.	M	Y	The Oracle Endeca platform provides eligibility and client counts and trends by selected data elements such as, but not limited to, aid category, type of service, age and county.
MCCDR PG1.16	Provides the ability to request information online and to properly categorize services based on utilization and/or benefit plan structure.	M	Y	The Oracle Endeca platform provides the ability to request information online and to properly categorize services based on utilization and/or benefit plan structure.
MCCDR PG1.17	Supports report balancing and Verification procedures.	M	Y	The Oracle Endeca platform provides the ability to support report balancing and Verification procedures
MCCDR PG1.18	Maintains comprehensive list of standard reports and their intended use (business area supported).	M	Y	The Oracle Endeca platform provides the ability to maintain a comprehensive list of standard reports and their

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				intended use (business area supported).
MCCDR PG1.19	Maintains a list of users of each standard report.	M	Y	The Oracle Endeca platform provides the ability to maintain a list of users of each standard report. This is accessible within the Oracle Endeca Studio component of the System.
MCCDR PG1.20	Maintains online access to selected management reports and annual reports for the period of time specified by DHHS, with the ability for DHHS to alter the length of the retention period.	M	Y	The Oracle Endeca platform provides the ability to maintain and administer online access to selected management reports and annual reports.
MCCDR PG1.21	Data fields to be included in the Data Warehouse are to be defined and agreed upon during detailed design and a process is to be developed to address the addition of new fields to the solution.	M	Y	The Oracle Endeca platform accommodates the addition of new fields to the solution.
MCCDR PG1.22	Ability to access new data fields populated with historical data where available.	M	Y	The Oracle Endeca platform provides the ability to access new data fields populated with historical data where available.
MCCDR PG1.23	Ability to integrate all reports with the Cognos & GIS component.	M	Y	The Oracle Endeca platform provides the ability to integrate all reports with the Cognos & GIS component. An example of GIS integration is ESRI.
MCCDR PG1.24	Ability to use common names as defined by DHHS for displaying reports to end-users.	M	Y	The Oracle Endeca platform provides the ability to use common names as defined by DHHS for displaying reports to end users.
MCCDR PG1.25	Ability to enable users to produce highly flexible visual presentations of information in tabular, graphic, and chart form.	M	Y	The Oracle Endeca platform provides the ability to enable users to produce highly flexible visual presentations of information in tabular, graphic, and chart form.

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				<p>1. The following chart types are supported by the system: area, bar, box plot, bubble, gauges, line, line bar, pareto, pie, radar, stacked bar, stock, time plot, time category, and xy. Most charts have several subtypes. For example, the bar chart has vertical and horizontal subtypes.</p> <p>Oracle Endeca Studio supports a wide variety of graphical elements out of the box, including bar, line, stacked bar, pie, and combo charts. Additional graphical elements are available via simple customization, including Google Maps integration, scatter, bubble, gauge, thermometer, heatmap, and more</p>
MCCDR PG1.26	Ability to produce outputs and data file extractions in accordance with the DHHS prioritization schedule, format, media, and distribution schedule.	M	Y	The Oracle Endeca platform provides the ability to produce outputs and data file extractions in accordance with the DHHS prioritization schedule, format, media, and distribution schedule.
MCCDR PG1.27	Provides an MCCDR that is a reconciled analytically ready database that supports rapid and efficient population-based reporting across all systems and programs.	M	Y	The Oracle Endeca platform provides the capability for an MCCDR that is a reconciled analytically ready database that supports rapid and efficient population-based reporting across all systems and programs.
MCCDR PG1.28	Integrates data, at a minimum, from the following sources:			
MCCDR PG1.29	<p>Eligibility sources</p> <ol style="list-style-type: none"> 1. Bridges 2. New Heights 3. Options 4. NECSES 	M	Y	Oracle Endeca provides open data acquisition mechanisms and is limitless in regards to data sources. When the data source is not specifically called out as

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				natively supported, formats such as XML or CSV may be exported and consumed or API based integration can be developed onsite.
MCCDR PG1.30	Payment systems (i.e., Lawson ... paid claims and claim adjustments, in bulk and in detail)	M	Y	The Oracle Endeca platform provides the capability to integrate data from: Payment systems (i.e., Lawson ... paid claims and claim adjustments, in bulk and in detail)
MCCDR PG1.31	Managed care encounter data from the State's MCOs. (FUTURE)	O	Y	The Oracle Endeca platform provides the capability to integrate data from: Managed care encounter data from the State's MCOs. (FUTURE)
MCCDR PG1.32	Contractors, such as but not limited to, pharmacy benefit managers, behavioral health plans, etc.	M	Y	The Oracle Endeca platform provides the capability to integrate data from: Contractors, such as but not limited to, pharmacy benefit managers, behavioral health plans, etc.
MCCDR PG1.33	Other as defined by DHHS	M	Y	The Oracle Endeca platform provides the capability to integrate data from: Other as defined by DHHS
MCCDR PG1.34	Providers/Vendors	M	Y	The Oracle Endeca platform provides the capability to integrate data from: Providers/Vendors
MCCDR PG1.35	Ability to use "open system" data warehousing such that query-capable applications external to the System can	M	Y	The Oracle Endeca platform provides the ability to use "open system" data

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	access data in the MCCDR.			warehousing such that query-capable applications external to the System can access data in the MCCDR.
MCCDR PG1.36	Ability to manage offline storage and retrieval of archived data.	M	Y	The Oracle Endeca platform provides the ability to manage offline storage and retrieval of archived data.
MCCDR PG1.37	Ability to access (easily look-up) MCCDR information such as subsets, norms, benchmarks, query creation and all other objects and functions.	M	Y	The Oracle Endeca platform provides the ability to access (easily look-up) MCCDR information such as subsets, norms, benchmarks, query creation and all other objects and functions.
MCCDR PG1.38	Ability to allow the user to perform prospective and retrospective policy modeling (what-if analysis) and analysis on changes listed below and others as later defined by DHHS:			
MCCDR PG1.39	Changes in Provider profile(s) such as Provider type, Provider location, Provider networks	M	Y	The Oracle Endeca platform provides the ability to allow the user to perform prospective and retrospective policy modeling (what-if analysis) and analysis on changes listed below and others as later defined by DHHS: Changes in Provider profile(s) such as Provider type, Provider location, Provider networks. Oracle Endeca Data Integrator can be utilized for this, or user defined analytics using LQL statements can be used by analysts as well.
MCCDR PG1.40	Changes in client(s) profile such as demographic groups, claim types	M	Y	The Oracle Endeca platform provides the ability to allow the user to perform prospective and retrospective policy

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				modeling (what-if analysis) and analysis on changes listed below and others as later defined by DHHS: Changes in client(s) profile such as demographic groups, claim types
MCCDR PG1.41	Changes in benefit plans/service authorization such as the addition and removal of allowable services, service limits, Providers(s), and Client(s)	M	Y	The Oracle Endeca platform provides the ability to allow the user to perform prospective and retrospective policy modeling (what-if analysis) and analysis on changes listed below and others as later defined by DHHS: Changes in benefit plans/service authorization such as the addition and removal of allowable services, service limits, Providers(s), and Client(s)
MCCDR PG1.42	Patterns in relationships between disparate data	M	Y	The Oracle Endeca platform provides the ability to allow the user to perform prospective and retrospective policy modeling (what-if analysis) and analysis on changes listed below and others as later defined by DHHS: Patterns in relationships between disparate data. Analytics can be defined within Oracle Endeca Data Integrator to generate these results.
MCCDR PG1.43	Ability to use or develop built-in standards and benchmarks relevant to health care programs for Utilization, Cost, Quality of Care, Outcomes, Prevention, Access to Care, Eligibility and Administrative Performance for reporting purposes.	M	Y	The Oracle Endeca platform provides the ability to allow the user to perform prospective and retrospective policy modeling (what-if analysis) and analysis on changes listed below and others as later defined by

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				DHHS: Ability to use or develop built-in standards and benchmarks relevant to health care programs for Utilization, Cost, Quality of Care, Outcomes, Prevention, Access to Care, Eligibility and Administrative Performance for reporting purposes. The Oracle Endeca platform provides robust side-to-side comparison capabilities. External benchmark data sources can be ingested into the solution via Oracle Endeca Data Integrator.
MCCDR PG1.44	Ability to produce quality measurement reports, as defined by DHHS.	M	Y	The Oracle Endeca platform provides the ability to allow the user to perform prospective and retrospective policy modeling (what-if analysis) and analysis on changes listed below and others as later defined by DHHS: Ability to produce quality measurement reports, as defined by DHHS. Alerts can enhance these reports by highlighting metric values that are outliers.
MCCDR PG1.45	Ability to perform retrospective reviews, including:			
MCCDR PG1.46	Identify claims that appear to have been inappropriately paid such as excessive units, duplicate services, coding errors, or other errors	M	Y	The Oracle Endeca platform provides the ability to perform retrospective reviews including: Identify claims that appear to have been inappropriately paid such as excessive units, duplicate services, coding errors, or other errors

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MCCDR PG1.47	Reports are developed in accordance with the process defined by DHHS.	M	Y	The Oracle Endeca platform provides the ability to perform retrospective reviews including: Reports are developed in accordance with the process defined by DHHS.
MCCDR PG1.48	DHHS owns the reports and no changes are to be made to reports without the prior approval of the DHHS report owner(s).	M	Y	The Oracle Endeca platform provides the ability to perform retrospective reviews including: DHHS owns the reports and no changes are to be made to reports without the prior approval of the DHHS report owner(s).
MCCDR PG1.49	Ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as:			
MCCDR PG1.50	Financial reporting	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Financial reporting. Many organizations utilize the Oracle Endeca platform to provide quality financial reports in an agile manner.
MCCDR PG1.51	Budget forecasting	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Budget forecasting. Alerts and stoplighting budget forecasting metrics within

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				Oracle Endeca can enhance these reports. Various analytical visualizations such as HEAT MAPS can address noncompliant metrics.
MCCDR PG1.52	Fiscal planning and control	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Fiscal planning and control
MCCDR PG1.53	Claims payment accuracy	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Claims payment accuracy Alerts can be used to address accuracy issues. The ability to filter on various facets of the data will also assist in identifying areas affecting accuracy.
MCCDR PG1.54	Cash flow	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Cash flow
MCCDR PG1.55	Timely reimbursement analysis	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Timely reimbursement

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				analysis
MCCDR PG1.56	Recipient cost and user of services	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Recipient cost and user of services
MCCDR PG1.57	Cost/benefit analysis	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Cost/benefit analysis
MCCDR PG1.58	Geographical analysis	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Geographical analysis. The Oracle Endeca platform allows for the plotting of points on a map as well as navigation refinement via windowing functions (e.g. drawing a rectangular area) on a map.
MCCDR PG1.59	Program planning	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Program planning
MCCDR	Policy analysis	M	Y	The Oracle Endeca

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PG1.60				platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Policy analysis
MCCDR PG1.61	Program performance monitoring	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Program performance monitoring
MCCDR PG1.62	Provider performance	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Provider performance. External data sources regarding providers and patient feedback can be incorporated quickly via Oracle Endeca (patient surveys on websites can be "crawled" to integrate unstructured content into the System).
MCCDR PG1.63	Service delivery/ authorization patterns	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Service delivery/ authorization patterns
MCCDR PG1.64	Adequacy of and access to care	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across

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				business functions which meet reporting needs, such as: Adequacy of and access to care
MCCDR PG1.65	Quality of care	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Quality of care
MCCDR PG1.66	Outcomes assessment	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Outcomes assessment
MCCDR PG1.67	External reporting	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: External reporting
MCCDR PG1.68	Public information	M	Y	The Oracle Endeca platform provides the ability to produce multi-dimensional, flexible, ad hoc reports across business functions which meet reporting needs, such as: Public information
MCCDR PG1.69	Ability to allow users the ability, with help screens, to extract data, manipulate the extracted data, and specify the desired format and media of the output.	M	Y	The Oracle Endeca platform provides the ability to allow users, with help screens, to extract data, manipulate the extracted data, and specify the desired format and media of the output.
MCCDR PG1.70	Ability and flexibility for multiple simultaneous users to	M	Y	The Oracle Endeca platform provides the

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	create and run in near real-time, ad hoc and canned reports without going through a formal Change Control process.			ability and flexibility for multiple simultaneous users to create and run in near real-time, ad hoc and canned reports without going through a formal Change Control process. Users have the ability to navigate through the data in real time, exploring various facets of the data.
MCCDR PG1.71	Ability to ensure that data is retained, archived, purged and protected from destruction according to State and Federal requirements and in accordance with DHHS policy.	M	Y	The Oracle Endeca platform provides the ability to ensure that data is retained, archived, purged and protected from destruction according to State and Federal requirements and in accordance with DHHS policy.
Generate Financial and Program Analysis/Report				
MCCDR PG2.1	Provides and maintains encounter data in appropriate client/vendor claim(s) file.	M	Y	The Oracle Endeca platform is capable of providing and maintaining encounter data in appropriate client/vendor claim(s) file.
MCCDR PG2.2	Ability to accommodate reporting across all DHHS services and Social Service payments regardless of service delivery method and financing mechanism, such as through the use of a master data management system.	M	Y	The Oracle Endeca platform provides the ability to accommodate reporting across all DHHS services and Social Service payments regardless of service delivery method and financing mechanism, such as through the use of a master data management system.
MCCDR PG2.3	Ability to schedule any report to be run at varying levels of immediacy, frequency, or user-defined condition.	M	Y	The Oracle Endeca platform provides the ability to schedule any report to be run at varying levels of immediacy, frequency, or user-defined condition.

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MCCDR PG2.4	Ability for Business Management Systems (BMS) authorized users to create ad hoc reports.	M	Y	The Oracle Endeca platform provides the ability for Business Management Systems (BMS) authorized users to create ad hoc reports.
MCCDR PG2.5	Ability to report according to current and future administrative reporting guidelines.	M	Y	The Oracle Endeca platform provides the Ability to report according to current and future administrative reporting guidelines.
MCCDR PG2.6	Provides the ability to report on unduplicated counts such as Members, Providers, and services.	M	Y	The Oracle Endeca platform provides the ability to report on unduplicated counts such as Members, Providers, and services Duplicate values can be suppressed by analysts within Oracle Endeca, or via Oracle Endeca Data Integrator, before the data is ingested.
MCCDR PG2.7	Provides the ability to report based on a member/client enrolment hierarchy established by the DHHS.	M	Y	The Oracle Endeca platform provides the ability to report based on a member/client enrolment hierarchy established by the DHHS.
MCCDR PG2.8	Ability to display to the user the number of pages that are to be printed before the user proceeds with printing a report.	M	Y	The Oracle Endeca platform provides the ability to display to the user the number of pages that are to be printed before the user proceeds with printing a report.
MCCDR PG2.9	Ability to analyze areas of program expenditure to determine relative cost benefit.	M	Y	The Oracle Endeca platform provides the ability to analyze areas of program expenditure to determine relative cost benefit.
MCCDR PG2.10	Ability to analyze the frequency, extent, and type of provider and other claims processing errors.	M	Y	The Oracle Endeca platform provides the ability to analyze the frequency, extent, and type of provider and other claims processing errors.
MCCDR	Ability to analyze provider	M	Y	The Oracle Endeca

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PG2.11	claim filing for timeliness, fiscal controls and ranking.			platform provides the ability to analyze provider claim filing for timeliness, fiscal controls and ranking.
MCCDR PG2.12	Maintains comprehensive list of standard reports and their intended use (business area supported).	M	Y	The Oracle Endeca platform provides the ability to maintain a comprehensive list of standard reports and their intended use (business area supported).
MCCDR PG2.13	Maintains a list of users of each standard report.	M	Y	The Oracle Endeca platform provides the ability to maintain a list of users of each standard report. Users can be assigned to a certain community with a set of standard reports readily accessible.
MCCDR PG2.14	Retains and maintains access to reports for the period of time specified by the DHHS report owner.	M	Y	The Oracle Endeca platform provides the ability to retain and maintain access to reports for the period of time specified by the DHHS report owner.
MCCDR PG2.15	Ability to provide staff with access to reports on changes and modifications made to service authorization/benefit plans and/or related components by beginning and end dates.	M	Y	The Oracle Endeca platform provides the ability to provide staff with access to reports on changes and modifications made to service authorization/benefit plans and/or related components by beginning and end dates.
MCCDR PG2.16	Ability to generate reports on service limitations and exclusions for each service authorization/benefit plan and/or related component.	M	Y	The Oracle Endeca platform provides the ability to generate reports on service limitations and exclusions for each service authorization/benefit plan and/or related component.
MCCDR PG2.17	Ability to generate expenditure, eligibility and utilization data by service	M	Y	The Oracle Endeca platform provides the ability to generate

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	program/ benefit plan(s) and/or any of its components to support budget forecasts, monitoring and health care program modeling (e.g. best practices).			expenditure, eligibility and utilization data by service program/ benefit plan(s) and/or any of its components to support budget forecasts, monitoring and health care program modeling (e.g. best practices).
MCCDR PG2.18	Provides the Statistical Report on DHHS: Eligible, Clients, Payments and Services.	M	Y	The Oracle Endeca platform provides the Statistical Report on DHHS: Eligible, Clients, Payments and Services. The Oracle Endeca platform provides It is important to note that in the past with legacy BI tools, statistical approaches where used because static reporting methods where too constraining and adhoc tools left too much irrelevant noise for the average user to comprehend. This is not the case with Oracle Endeca and since the tool is based on summarizing common facets on the fly, relationships can be exposed to average users without the need for highly specialized statistical tools.
Formulate Budget				
MCCDR PG3.1	Provides a budget data repository (budget module) organized to support budgetary functions (e.g., financial forecasting, tracking, reporting, development) and populated with the data necessary to perform those functions (e.g., Lawson).	M	Y	The Oracle Endeca platform has the capability to provide a budget data repository (budget module) organized to support budgetary functions (e.g., financial forecasting, tracking, reporting, development) and populated with the data necessary to perform those functions (e.g., Lawson). Oracle Endeca's Data Inteerator

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				be leveraged to populate a budget data repository.
MCCDR PG3.2	The System's budget module is to minimally be populated with the following data:			
MCCDR PG3.3	State agency (i.e., the agency that has or is to make the payment)	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: State agency (i.e., the agency that has or is to make the payment)
MCCDR PG3.4	Date of service	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: Date of service
MCCDR PG3.5	Date of payment	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: Date of payment
MCCDR PG3.6	Paid Amount	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: Paid Amount
MCCDR PG3.7	Provider type	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: Provider type
MCCDR PG3.8	Category of service	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: Category of service
MCCDR PG3.9	Geographical location	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: Geographical location
MCCDR PG3.10	Eligibility groups (including waiver programs)	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: Eligibility groups (including waiver programs)

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MCCDR PG3.11	Age (according to cohorts defined by the State)	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: Age (according to cohorts defined by the State)
MCCDR PG3.12	Other as defined by DHHS during DDI	M	Y	The Oracle Endeca platform provides the ability to be populated with the following data: Other as defined by DHHS during DDI
MCCDR PG3.13	Is able to automatically update data in the budget module on a monthly basis, and is capable of performing updates according to any other schedule established by DHHS and upon demand.	M	Y	The Oracle Endeca platform provides the ability to automatically update data on a monthly basis, and is capable of performing updates according to any other schedule established by DHHS and upon demand. Oracle Endeca Data integrator can be used to update data in various sources.
MCCDR PG3.14	Is able to forecast expenditure estimates based on actual claim data and service authorizations.	M	Y	The Oracle Endeca platform provides the ability to forecast expenditure estimates based on actual claim data and service authorizations.
MCCDR PG3.15	Ability to export budget data to Microsoft Excel.	M	Y	The Oracle Endeca platform provides the ability to export budget data to Microsoft Excel.
MCCDR PG3.16	Ability to import budget data from Microsoft Excel.	M	Y	The Endeca platform provides the ability to import budget data from Microsoft Excel.
MCCDR PG3.17	Ability to provide a customizable Microsoft Excel export.	M	Y	The Oracle Endeca platform provides the ability to provide a customizable Microsoft Excel report.
MCCDR PG3.18	Ability to add attachments at the detail level of the budget such as Microsoft Word, Microsoft Excel, and Adobe PDF documents.	M	Y	The Oracle Endeca platform provides the ability to add attachments at the detail level of the budget such as Microsoft

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				Word, Microsoft Excel, and Adobe PDF documents.
Section A.2 – Client MANAGEMENT				
Manage Client Population Health				
MCCDR CM1.1	Captures information on contracted Vendor/ MCOs (FUTURE), including geographic locations, capitation rates, and organization type.	M	Y	The Oracle Endeca platform provides the ability to capture information on contracted Vendor/MCOs (FUTURE), including geographic locations, capitation rates, and organization type. The platform allows for the plotting of points on a map as well as navigation refinement via windowing functions (e.g. drawing a rectangular area) on a map.
MCCDR CM1.2	Accepts and processes update information as changes are reported.	M	Y	The Oracle Endeca platform provides the ability to accept and process update information as changes are reported.
MCCDR CM1.3	Captures termination information when an MCO contract is cancelled. (FUTURE)	O	Y	The Oracle Endeca platform provides the ability to capture termination information when an MCO contract is cancelled. (FUTURE) Oracle Endeca can quickly integrate internal and external data sources via Oracle Endeca Data Integrator.
MCCDR CM1.4	Provides information to support assessment of adequacy of provider network. This includes identifying and collecting data on the number and types of providers and provider locations.	M	Y	The Oracle Endeca platform is capable of providing information to support assessment of adequacy of provider network. This includes identifying and collecting data on the number and

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				types of providers and provider locations.
MCCDR CM1.5	Accesses and reports on encounter data for the purpose of monitoring appropriateness of care.	M	Y	The Oracle Endeca platform provides the ability to access and report on encounter data for the purpose of monitoring appropriateness of care.
MCCDR CM1.6	Accesses and reports on encounter data for use in profiling MCOs and comparing utilization statistics. (FUTURE)	O	Y	The Oracle Endeca platform provides the ability to access and report on encounter data for use in profiling MCOs and comparing utilization statistics. (FUTURE)
MCCDR CM1.7	Collects and sorts encounter data for use in completing DHHS reports.	M	Y	The Oracle Endeca platform provides the ability to collect and sort encounter data for use in completing DHHS reports.
MCCDR CM1.8	Processes encounter data to detect under-utilization of services by enrollees of the MCO. (FUTURE)	O	Y	The Oracle Endeca platform provides the ability to process encounter data to detect underutilization of services by enrollees of the MCO. (FUTURE).
MCCDR CM1.9	Compares claims statistics and encounter data, re: cost of care, timeliness of care, and quality of care, outcomes.	M	Y	The Oracle Endeca platform provides the ability to compare claims statistics and encounter data, re: cost of care, timeliness of care, and quality of care, outcomes.
MCCDR CM1.10	Is able to produce managed care program reports by category of service, category of eligibility, and by provider type. (FUTURE)	O	Y	The Oracle Endeca platform provides the ability to produce managed care program reports by category of service, category of eligibility, and by provider type. (FUTURE)
MCCDR CM1.11	Collects basic administrative information, for instance: - the identification of an Vendor/MCO - contract start and end dates	M	Y	The Oracle Endeca platform provides the ability to collect basic administrative information, for instance: - the identification of

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	<ul style="list-style-type: none"> - contract period/year - capitation effective date - maximum enrolment threshold - enrollee count - member month 			<p>an Vendor/MCO</p> <ul style="list-style-type: none"> - contract start and end dates - contract period/year - capitation effective date - maximum enrolment threshold - enrollee count - member month <p>Alerts and benchmarks can be applied to the administrative information listed above as well.</p>
MCCDR CM1.12	Accesses individual Client claims and/or encounters histories to extract data needed to produce cost and amount of services.	M	Y	The Oracle Endeca platform provides the ability to access individual Client claims and/or encounters histories to extract data needed to produce cost and amount of services.
MCCDR CM1.13	Ability to use MMIS data to support population health analyses. (FUTURE)	O	Y	The Oracle Endeca platform provides the ability to use MMIS data to support population health analyses. (FUTURE)
MCCDR CM1.14	Ability to receive population health data from various external entities. Data shall include:			
MCCDR CM1.15	Census data	M	Y	The Oracle Endeca platform provides the ability to receive population health data from various external entities. Data shall include: Census data External data sets can be quickly integrated with the Oracle Endeca via Oracle Endeca Data Integrator.
MCCDR CM1.16	Vital statistics	M	Y	The Oracle Endeca platform provides the ability to receive population health data from various external entities. Data shall include:

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				Vital statistics
MCCDR CM1.17	Immigration data	M	Y	The Oracle Endeca platform provides the ability to receive population health data from various external entities. Data shall include: Immigration data
MCCDR CM1.18	Public health data	M	Y	The Oracle Endeca platform provides the ability to receive population health data from various external entities. Data shall include: Public health data
MCCDR CM1.19	Other as defined by DHHS during DDI	M	Y	The Oracle Endeca platform provides the ability to receive population health data from various external entities. Data shall include: Other as defined by DHHS during DDI
MCCDR CM1.20	Ability to analyze population health data to support the development of health improvement communication materials, including the following:			
MCCDR CM1.21	Campaigns to enrol new members in existing programs	M	Y	The Oracle Endeca platform provides the Ability to analyze population health data to support the development of health improvement communication materials, including the following: Campaigns to enrol new members in existing programs Visual analytics can be utilized to provide a geospatial view where campaigns may be most effective. HEAT Maps may provide a quick visual view where enrolment rates are below the norm.

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MCCDR CM1.22	New program areas, services, etc.	M	Y	The Oracle Endeca platform provides the Ability to analyze population health data to support the development of health improvement communication materials, including the following: New program areas, services, etc.
MCCDR CM1.23	Updated benefits/reference/service information	M	Y	The Oracle Endeca platform provides the ability to analyze population health data to support the development of health improvement communication materials, including the following: Updated benefits/reference/service information External data sources can be integrated within Oracle Endeca to provide more robust analysis regarding benefits, etc.
MCCDR CM1.24	Other as defined by DHHS during DDI	M	Y	The Oracle Endeca platform provides the ability to analyze population health data to support the development of health improvement communication materials, including the following: Other as defined by DHHS during DDI
MCCDR CM1.25	Ability to track and maintain detail for population health initiatives, including:			
MCCDR CM1.26	Originator/source of inquiry	M	Y	The Oracle Endeca platform provides the ability to track and maintain detail for population health initiatives, including: Originator/source of inquiry
MCCDR CM1.27	Data source/s used	M	Y	The Oracle Endeca platform provides the ability to track and maintain detail for

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				population health initiatives, including: Data source/s used The Oracle Endeca platform provides data lineage in the proposed solution. This may be presented in Oracle Endeca, and is helpful when reconciling figures, etc.
MCCDR CM1.28	Strategy (or strategies) developed in response to data analysis	M	Y	The Oracle Endeca platform provides the ability to track and maintain detail for population health initiatives, including: Strategy (or strategies) developed in response to data analysis
MCCDR CM1.29	Changes to benefits	M	Y	The Oracle Endeca platform provides the ability to track and maintain detail for population health initiatives, including: Changes to benefits
MCCDR CM1.30	Changes to reference data	M	Y	The Oracle Endeca platform provides the ability to track and maintain detail for population health initiatives, including: Changes to reference data
MCCDR CM1.31	Other as defined by DHHS during DDI	M	Y	The Oracle Endeca platform provides the ability to track and maintain detail for population health initiatives, including: Other as defined by DHHS during DDI
Section A3 - PROGRAM INTEGRITY MANAGEMENT				
Identify Client Case				
MCCDR PI1.1	Produces comprehensive statistical profiles of provider	M	Y	The Oracle Endeca platform provides the

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	by peer groups for all categories of service(s) authorized.			ability to produce comprehensive statistical profiles of provider by peer groups for all categories of service(s) authorized.
MCCDR PI1.2	Automatically identifies deficiencies and generates reports on levels of care and quality of care by provider type.	M	Y	The Oracle Endeca platform provides the ability to automatically identify deficiencies and generate reports on levels of care and quality of care by provider type. Alerts can be utilized for this within Oracle Endeca.
MCCDR PI1.3	Automatically reports on the details of the practice of providers identified as exceptions or outliers.	M	Y	The Oracle Endeca platform provides the ability to automatically report on the details of the practice of providers identified as exceptions or outliers. Alerts with metrics using stoplighting provide the ability to quickly identify exceptions and outliers.
MCCDR PI1.4	Provides the capability to profile provider groups and individual providers within group practices.	M	Y	The Oracle Endeca platform provides the capability to profile provider groups and individual providers within group practices. The analyst can quickly define peer groups within Oracle Endeca and develop reports profiling providers against their peers. Visual analytics can be used to enhance these reports as well (for example, Cardiologists with a high number of stent placements compared to their peers).
MCCDR PI1.5	Automatically identifies exceptions to norms of practice established by the agency for any type of provider covered by DHHS services.	M	Y	The Oracle Endeca platform provides the ability to automatically identify exceptions to norms of practice established by the

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				agency for any type of provider covered by DHHS services.
MCCDR PI1.6	Displays all data by provider type, including National Provider Identifier (NPI) or by a subset of the provider's practice.	M	Y	The Oracle Endeca platform provides the ability to display all data by provider type, including National Provider Identifier (NPI) or by a subset of the provider's practice.
MCCDR PI1.7	Generates early warning reports of high-cost services and service miss-utilization based on current payment data to quickly identify high volume practices.	M	Y	The Oracle Endeca platform provides the ability to generate early warning reports of high-cost services and service miss-utilization based on current payment data to quickly identify high volume practices. The Oracle Endeca platform provides the ability to create alerts based on user defined criteria.
MCCDR PI1.8	Automatically identifies exceptions to norms of utilization or quality of care standards established by the agency for any type of Client covered by DHHS services.	M	Y	The Oracle Endeca platform provides the ability to automatically identify exceptions to norms of utilization or quality of care standards established by the agency for any type of Client covered by DHHS services.
MCCDR PI1.9	Identifies clients who exceed program norms, ranked in order of severity.	M	Y	The Oracle Endeca platform provides the ability to identify clients who exceed program norms, ranked in order of severity.
MCCDR PI1.10	Identifies services received by Clients who are enrolled in selected programs.	M	Y	The Oracle Endeca platform provides the ability to identify services received by Clients who are enrolled in selected programs.
MCCDR PI1.11	Links all services to a single Client regardless of the number of historical changes in Client ID.	M	Y	The Oracle Endeca platform provides the ability to link all services to a single Client regardless of the number

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				of historical changes in Client ID. Oracle Endeca Data Integrator can be utilized to ensure this requirement is fulfilled. Data lineage provided in Oracle Endeca will allow a user to identify the data source used during changes (i.e. perhaps providers associated with a practice now work for a MCO that purchased the practice 2 years ago).
MCCDR PI1.12	Profiles all services provided to a Client during a single episode of care/assistance.	M	Y	The Oracle Endeca platform provides the ability to profile all services provided to a Client during a single episode of care/assistance.
MCCDR PI1.13	Has the capability to generate reports of individual Clients by peer group.	M	Y	The Oracle Endeca platform provides the capability to generate reports of individual Clients by peer group. The analyst can quickly apply criteria to be used in peer group analysis and generate a report within Oracle Endeca.
MCCDR PI1.14	Selects claims and encounter data dating back to whatever time period is appropriate for the specific research.	M	Y	The Oracle Endeca platform provides the ability to select claims and encounter data dating back to whatever time period is appropriate for the specific research.
MCCDR PI1.15	Supports the capability to produce claim and encounter detail and special reports by provider-type and Client classification (e.g., category of service—COS).	M	Y	The Oracle Endeca platform supports the capability to produce claim and encounter detail and special reports by provider-type and Client classification (e.g., category of service—COS).
MCCDR PI1.16	Generates reports as needed.	M	Y	The Oracle Endeca platform provides the ability to generate reports as needed.

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MCCDR PI1.17	Facilitates export of claims-based class groupings such that data can be used by spreadsheet or database software.	M	Y	The Oracle Endeca platform facilitates export of claims-based class groupings such that data can be used by spreadsheet or database software.
MCCDR PI1.18	Provides and stores all utilization reports in the medium designated by the State.	M	Y	The Oracle Endeca platform provides the capability to provide and store all utilization reports in the medium designated by the State.
MCCDR PI1.19	Provides the flexibility to vary time periods for reporting purposes and to produce reports on daily, monthly, quarterly basis, or other frequency specified by the State.	M	Y	The Oracle Endeca platform provides the flexibility to vary time periods for reporting purposes and to produce reports on daily, monthly, quarterly basis, or other frequency specified by the State.
MCCDR PI1.20	Maintains a process to apply weighting and ranking of exception report items to facilitate identifying the highest deviators.	M	Y	The Oracle Endeca platform provides the ability to maintain a process to apply weighting and ranking of exception report items to facilitate identifying the highest deviators.
MCCDR PI1.21	Provides for development and implementation of technical and user training programs.	M	Y	The Oracle Endeca platform provides the ability to develop and implement technical and user training programs.
MCCDR PI1.22	Investigates and reveals miss-utilization of the state's program services by individual participants and promotes corrective action.	M	Y	The Oracle Endeca platform provides the ability to investigate and reveal miss-utilization of the state's program services by individual participants and promotes corrective action.
MCCDR PI1.23	Develops provider and Client profiles sufficient to provide specific information as to the use of covered types of services.	M	Y	The Oracle Endeca platform provides the ability to develop provider and Client profiles sufficient to provide specific information as to the use of covered types

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				of services.
MCCDR PI1.24	Ability to provide a mechanism to classify Members/Clients into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as:			
MCCDR PI1.25	Age	M	Y	The Oracle Endeca platform provides the Ability to provide a mechanism to classify Members/Clients into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Age An analyst can leverage Oracle Endeca for peer group analysis, and perform statistical analysis quickly. Oracle Endeca Data Integrator can be used for additional statistical analysis.
MCCDR PI1.26	Gender	M	Y	The Oracle Endeca platform provides the Ability to provide a mechanism to classify Members/Clients into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Gender
MCCDR PI1.27	Race	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Members/Clients into peer groups for the purpose of developing peer group statistical profiles for comparative

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				analysis using criteria such as: Race
MCCDR PI1.28	Geographic region	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Members/Clients into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Geographic region. The platform allows for the plotting of points on a map as well as navigation refinement via windowing functions (e.g. drawing a rectangular area) on a map.
MCCDR PI1.29	Aid category	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Members/Clients into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Aid category
MCCDR PI1.30	Special programs code	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Members/Clients into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Special programs code Oracle Endeca Data Integrator can be used to assist in developing robust peer group statistical profiles.

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MCCDR PI1.31	Claims data elements	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Members/Clients into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Claims data elements
MCCDR PI1.32	Other as defined by DHHS during DDI	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Members/Clients into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Other as defined by DHHS during DDI
MCCDR PI1.33	Ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as:			
MCCDR PI1.34	Category of service	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Category of service Oracle Endeca Data Integrator can be utilized to define peer groups for peer group analysis.
MCCDR PI1.35	Provider type	M	Y	Oracle Endeca Data Integrator can be utilized to define peer groups for

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				peer group analysis. The Oracle Endeca platform provides the ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Provider type
MCCDR PI1.36	Specialty	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Specialty Oracle Endeca Data Integrator can be utilized to define peer groups for peer group analysis.
MCCDR PI1.37	Facility type	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Facility type
MCCDR PI1.38	Geographic region	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Geographic region The platform allows for the plotting of points on a map as well as navigation

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				refinement via windowing functions (e.g. drawing a rectangular area) on a map.
MCCDR PI1.39	Billing versus servicing Provider	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Billing versus servicing Provider
MCCDR PI1.40	Number of Clients	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Number of Clients
MCCDR PI1.41	Claim data elements	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Claim data elements
MCCDR PI1.42	Other as defined by DHHS during DDI	M	Y	The Oracle Endeca platform provides the ability to provide a mechanism to classify Providers into peer groups for the purpose of developing peer group statistical profiles for comparative analysis using criteria such as: Other as defined by DHHS during DDI
MCCDR PI1.43	Ability to develop Provider and	M	Y	The Oracle Endeca

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	Client profiles sufficient to provide specific information as to the use of covered types of services.			platform provides the ability to develop Provider and Client profiles sufficient to provide specific information as to the use of covered types of services.
MCCDR PI1.44	Ability to provide a mechanism to classify treatment for the purpose of developing statistical profiles by diagnosis codes or services.	M	Y	Oracle Endeca Data Integrator can be used to classify treatment before the MDEX engine ingests the data. The Oracle Endeca platform provides the ability to provide a mechanism to classify treatment for the purpose of developing statistical profiles by diagnosis codes or services.
MCCDR PI1.45	Ability to provide information that reveals and facilitates investigation of potential defects in the level of care and quality of service provided..	M	Y	The Oracle Endeca platform provides the ability to provide information that reveals and facilitates investigation of potential defects in the level of care and quality of service provided..
MCCDR PI1.46	Ability to interface with the claims processing system (e.g. Bridges & New Heights).	M	Y	The Oracle Endeca platform provides the ability to interface with the claims processing system (e.g. Bridges & New Heights). Internal and external data sources can be readily incorporated into the solution.
MCCDR PI1.47	Ability to maintain a date driven parameter control file, with online real-time edit and update capability, which allows DHHS staff to specify criteria, such as:			
MCCDR PI1.48	Data extraction criteria	M	Y	The Oracle Endeca platform provides the ability to maintain a date driven parameter control file, with online real-time edit and update

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				capability, which allows DHHS staff to specify criteria, such as: Data extraction criteria Range filters within Oracle Endeca Studio can be utilized to fulfill this requirement.
MCCDR PI1.49	Report content	M	Y	The Oracle Endeca platform provides the ability to maintain a date driven parameter control file, with online real-time edit and update capability, which allows DHHS staff to specify criteria, such as: Report content
MCCDR PI1.50	Date parameters	M	Y	The Oracle Endeca platform provides the ability to maintain a date driven parameter control file, with online real-time edit and update capability, which allows DHHS staff to specify criteria, such as: Date parameters
MCCDR PI1.51	Exception parameters	M	Y	The Oracle Endeca platform provides the ability to maintain a date driven parameter control file, with online real-time edit and update capability, which allows DHHS staff to specify criteria, such as: Exception parameters
MCCDR PI1.52	Weighting factors necessary to properly identify aberrant situations.	M	Y	The Oracle Endeca platform provides the ability to weigh factors necessary to properly identify aberrant situations.
MCCDR PI1.53	Ability to generate frequency distributions and rankings for user-selected report and statistical items.	M	Y	The Oracle Endeca platform provides the ability to generate frequency distributions and rankings for user-selected report and

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				statistical items. Oracle Endeca Data Integrator can be used for data profiling exercises. The Guided Navigation panel within Oracle Endeca Studio can expose distributions to an analyst as well.
MCCDR PI1.54	Ability to use historical data to support the following types of investigations:			
MCCDR PI1.55	Provider utilization review	M	Y	The Oracle Endeca platform provides the ability to use historical data to support the following type of investigations: Provider utilization review
MCCDR PI1.56	Provider compliance review	M	Y	The Oracle Endeca platform provides the ability to use historical data to support the following type of investigations: Provider compliance review
MCCDR PI1.57	Client utilization review	M	Y	The Oracle Endeca platform provides the ability to use historical data to support the following type of investigations: Client utilization review
MCCDR PI1.58	Other as defined by DHHS during DDI	M	Y	The Oracle Endeca platform provides the ability to use historical data to support the following type of investigations: Other as defined by DHHS during DDI
Section B - Technical Requirements				
Section B.1 - Infrastructure		M		

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Environments		M		
TEC IF1.1	The Vendor implements and supports the following deployment and support environments: Production, Unit Test, Development, UAT, Training, Failover, Backup/Recovery, and Disaster Recovery.	M	Y	The Oracle Endeca platform supports the following deployment and support environments: Production, Unit Test, Development, UAT, Training, Failover, Backup/Recovery, and Disaster Recovery
TEC IF1.2	All environments have a similar look and feel. Configuration management shall be identical for all environments (i.e. moving code / configuration)	M	Y	The Oracle Endeca platform supports configuration management, fulfilling this requirement.
TEC IF1.3	The Vendor provides a production environment that is used to deploy the MCCDR production System.	M	Y	The Oracle Endeca platform provides the ability to support this requirement.
TEC IF1.4	The production environment is capable of supporting DHHS's current production capabilities with the ability to expand in order to support the technical and business requirements in this RFP.	M	Y	The Oracle Endeca platform provides the ability to support this requirement. The platform is extensible to accommodate additional business requirements, data sources, data refresh cycles, etc.
TEC IF1.5	The production environment has the capacity to support data acquisition, data access, data transfer, and data delivery components.	M	Y	The Oracle Endeca platform supports a production environment where it has the capacity to support data acquisition, data access, data transfer, and data delivery components. Oracle Endeca Data Integrator and the Content Acquisition System provide data acquisition to the MDEX engine, while Oracle Endeca Studio provides data access to the end user.
TEC IF1.6	The Vendor provides a Unit Test environment used to perform full-scale system	M	Y	The Oracle Endeca platform provides the ability to have a Unit Test

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	integration testing for the integrated MCGDR System.			environment used to perform full-scale system integration testing for the integrated MCGDR System.
TEC IF1.7	The Unit Test environment mirrors production in hardware, software stack and data volumes.	M	Y	The Oracle Endeca platform provides the ability to have unit a test environment which mirrors production in hardware, software stack and data volumes.
TEC IF1.8	The Unit Test environment exists for data acquisition.	M	Y	The Oracle Endeca platform provides the ability to have a Unit Test environment that exists for data acquisition.
TEC IF1.9	The Unit Test environment exists for data access.	M	Y	The Oracle Endeca platform provides the ability to have a Unit Test environment that exists for data access.
TEC IF1.10	The Unit Test environment exists for data delivery.	M	Y	The Oracle Endeca platform provides the ability to have a Unit Test environment that exists for data delivery.
TEC IF1.11	The Unit Test environment has the ability to handle scheduled or on demand requests to refresh the data from the production environment with a full or referentially intact subset of data.	M	Y	The Oracle Endeca platform provides the ability to have a Unit Test environment which has the ability to handle scheduled or on demand requests to refresh the data from the production environment with a full or referentially intact subset of data.
TEC IF1.12	The Unit Test environment handles requests for data refresh from production within two (2) business days.	M	Y	The Oracle Endeca platform provides the ability to have a Unit Test environment that handles requests for data refresh from production within two (2) business days. Refresh cycles can be scripted within Oracle Endeca Data Integrator.
TEC IF1.13	The Vendor provides a development environment	M	Y	The Oracle Endeca platform provides the

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	used to develop and Unit Test all software contained within the integrated MCCDR System.			ability to have a development environment used to develop and Unit Test all software contained within the integrated MCCDR System.
TEC IF1.14	The development environment has the capacity to support the data acquisition component.	M	Y	The Oracle Endeca platform provides the ability to have a development environment that has the capacity to support the data acquisition component.
TEC IF1.15	The development environment has the capacity to support the data access component.	M	Y	The Oracle Endeca platform provides the ability to have a development environment that has the capacity to support the data access component.
TEC IF1.16	The development environment has the capacity to support the data delivery component.	M	Y	The Oracle Endeca platform provides the ability to have a development environment that has the capacity to support the data delivery component.
TEC IF1.17	The development environment has the ability to handle scheduled or on demand requests to refresh data with a referentially intact subset of data.	M	Y	The Oracle Endeca platform provides the ability to support a development environment that has the ability to handle scheduled or on demand requests to refresh data with a referentially intact subset of data. This can be accommodated within Oracle Endeca Data Integrator.
TEC IF1.18	The development environment handles requests for data refresh in a timely manner.	M	Y	The Oracle Endeca platform has the ability to support a development environment that handles requests for data refresh in a timely manner. This can be addressed in Oracle Endeca Data Integrator.

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TEC IF1.19	The Vendor provides a UAT environment used by DHHS to test the applications and data provided within the integrated MCCDR solution.	M	Y	The Oracle Endeca platform provides the ability to have a UAT environment used by DHHS to test the applications and data provided within the integrated MCCDR System.
TEC IF1.20	The UAT environment has the capacity to support the data acquisition component.	M	Y	The Oracle Endeca platform provides the ability to have a UAT environment that has the capacity to support the data acquisition component.
TEC IF1.21	The UAT environment has the capacity to support the data access component.	M	Y	The Oracle Endeca platform provides the ability to have a UAT environment that has the capacity to support the data access component. Oracle Endeca provides data access in the proposed solution.
TEC IF1.22	The UAT environment has the capacity to support the data delivery component.	M	Y	The Oracle Endeca platform provides the ability to have a UAT environment that has the capacity to support the data delivery component.
TEC IF1.23	The UAT environment has the ability to handle scheduled or on demand requests to refresh data with a referentially intact subset of data.	M	Y	The Oracle Endeca platform provides the ability to have a UAT environment that has the ability to handle scheduled or on demand requests to refresh data with a referentially intact subset of data. Oracle Endeca Data Integrator.
TEC IF1.24	The UAT environment handles requests for data refresh in a timely manner.	M	Y	The Oracle Endeca platform provides the ability to have a UAT environment that handles requests for data refresh in a timely manner.
TEC IF1.25	The Vendor provides a training environment used to support user training of	M	Y	The Oracle Endeca platform provides the ability to have a training

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	applications within the integrated MCCDR System.			environment used to support user training of applications within the integrated MCCDR System.
TEC IF1.26	The training environment has the capacity to support the data access component.	M	Y	The Oracle Endeca platform provides the ability to have a training environment that has the capacity to support the data access component.
TEC IF1.27	The training environment has the capacity to support the data delivery component.	M	Y	The Oracle Endeca platform provides the ability to have a training environment that has the capacity to support the data delivery component. Oracle Endeca Data Integrator.
TEC IF1.28	The training environment has the ability to handle scheduled or on demand requests to refresh data with a referentially intact subset of data that contains a representative set of data required for the training classes.	M	Y	The Oracle Endeca platform provides the ability to have a training environment with the ability to handle scheduled or on demand requests to refresh data with a referentially intact subset of data that contains a representative set of data required for the training classes. Accommodated via Oracle Endeca Data Integrator.
TEC IF1.29	The training environment handles requests for data refresh in a timely manner.	M	Y	The Oracle Endeca platform provides the ability to have a training environment that handles requests for data refresh in a timely manner.
TEC IF1.30	The Vendor provides a failover environment user to support business continuity failover requirements.	M	Y	The Oracle Endeca platform provides the ability to have a failover environment user to support business continuity failover requirements.
TEC IF1.31	The Vendor provides a backup/recovery environment used to support business continuity backuo/recoverv	M	Y	The Oracle Endeca platform provides the ability to have a backuo/recoverv

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	capabilities. This will include an archival mechanism to offload and restore data.			environment used to support business continuity backup/recovery capabilities. This includes an archival mechanism to offload and restore data. Oracle Endeca Data Integrator accommodates this requirement.
TEC IF1.32	The Vendor provides a disaster recovery environment used to support business continuity disaster recovery capabilities.	M	Y	The Oracle Endeca platform provides the ability to have a disaster recovery environment used to support business continuity disaster recovery capabilities.
Hardware/OS Component				
TEC IF2.1	The Vendor provides a Specification that fully supports all physical needs of the NH DHHS MCCDR system, to include hardware, electrical, cabling, and all other physical needs of the system.	M	Y	The Oracle Endeca platform provides the ability to supply a Specification that fully supports all physical needs of the NH DHHS MCCDR system; to include hardware, electrical, cabling, and all other physical needs of the system.
TEC IF2.2	The Vendor provides DHHS with an inventory of all MCCDR hardware and software.	M	Y	The Oracle Endeca platform provides the ability to supply DHHS with an inventory of all MCCDR hardware and software.
TEC IF2.3	The Vendor coordinates delivery, installation, repair and maintenance of hardware, including all updates and patches with DoIT by the Operations Team that supports DHHS.	M	Y	The Oracle Endeca platform provides the ability to coordinate delivery, installation, repair and maintenance of hardware, including all updates and patches with DoIT by the Operations Team that supports DHHS.
TEC IF2.4	Storage of data takes place on an open storage platform.	M	Y	The Oracle Endeca platform provides the ability to store data on an open storage platform.

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TEC IF2.5	Processing of data takes place on an open server platform.	M	Y	The Oracle Endeca platform provides the ability to process data on an open storage platform.
TEC IF2.6	Server and storage hardware used have a proven ability to support the processor, memory, I/O subsystem bandwidth and storage. This process requires a design document to be created by the Vendor that is reviewed by OPS and is signed off by DHHS.	M	Y	The Oracle Endeca platform supports this requirement.
TEC IF2.7	Server and storage hardware have the capability to handle the capacities in the RFP.	M	Y	The Oracle Endeca platform supports this requirement. The proposed Solution extensible to accommodate future growth and business requirements.
TEC IF2.8	Server and storage hardware have the capability to handle a highly varied workload.	M	Y	The Oracle Endeca platform supports this requirement.
TEC IF2.9	Component hardware supporting the data acquisition platform includes a proven record of efficiency for computationally intensive operations.	M	Y	The Oracle Endeca platform has a proven record of efficiency for computationally intensive operations.
TEC IF2.10	Component hardware supporting the MCCDR database structures supports a large number of parallel threads, which are less computationally intensive and more memory intensive.	M	Y	The Oracle Endeca platform supports the ability to have a large number of threads, as specified in this requirement.
TEC IF2.11	Bandwidth between data acquisition and MCCDR database server(s) supports fast refreshes of the MCCDR database with minimal disruption.	M	Y	The Oracle Endeca platform supports this requirement.
TEC IF2.12	Components to be installed on the desktops by Vendor are compatible with MCCDR currently supported versions of Microsoft Operations Systems. Microsoft Office	M	Y	The Oracle Endeca platform supports this requirement.

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	Suite and Internet Explorer (IE 7) and Open Document formats (ODF).			
TEC IF2.13	Vendor's client desktop software updates and works with the then current and future versions of the State's desktop operating system and internet browser, prior to release to the production environment.	M	Y	The Oracle Endeca platform supports this requirement.
TEC IF2.14	Vendor's Client desktop software works with new desktop operating system patches and upgrades based upon DOIT patch management policies.	M	Y	The Oracle Endeca platform supports this requirement.
TEC IF2.15	Hardware and operating systems are certified with recent major versions of the database management, data acquisition, data access, data delivery, and business continuity software.	M	Y	The Oracle Endeca platform supports this requirement.
TEC IF2.16	The Vendor maintains compatibility with hardware and/or software throughout the term of the contract.	M	Y	The Oracle Endeca platform supports this requirement. Configuration management by an administrator.
TEC IF2.17	The Vendor maintains hardware and/or software to meet stated performance and availability requirements and to ensure continued support, at no additional cost to NH DHHS as well as provides DoIT with appropriate tools that are utilized to monitor and tune performance.	M	Y	The Oracle Endeca platform supports this requirement.
TEC IF2.18	All hardware purchased for dedicated use by the DHHS MCCDR is new equipment not previously used.	M	Y	The Oracle Endeca platform supports this requirement. All new equipment will be used.
TEC IF2.19	The Bidder submits to DHHS, prior to installation, plans for all hardware configuration requirements, which are reviewed and approved by DHHS and NH Department of	M	Y	The Oracle Endeca platform supports this requirement.

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	Information Technology (DOIT).			
Network Component				
TEC IF3.1	The Vendor with DOIT installs, configures, enhances, and maintains all hardware and software.	M	Y	The Oracle Endeca platform supports this requirement.
TEC IF3.2	The Vendor provides network support for the MCCDR that handles:			
TEC IF3.3	50 users	M	Y	The Oracle Endeca platform provides the ability to supply network support for the MCCDR that handles: 50 users
TEC IF3.4	30 users accessing the system concurrently internal to the state. Subsequent phases will include external stakeholders with access based on roles.	M	Y	The Oracle Endeca platform provides the ability to supply network support for the MCCDR that handles: 30 users accessing the system concurrently internal to the state. Subsequent phases will include external stakeholders with access based on roles.
TEC IF3.5	10% growth per year in the total number of users and concurrent users.	M	Y	The Oracle Endeca platform provides the ability to supply network support for the MCCDR that handles: 10% growth per year in the total number of users and concurrent users.
TEC IF3.6	Applications/web pages/secure socket layer devices to support https; and	M	Y	The Oracle Endeca platform provides the ability to supply network support for the MCCDR that handles: Applications/web pages/secure socket layer devices to support https; and
TEC IF3.7	Encrypted network connections.	M	Y	The Oracle Endeca platform provides the ability to supply network support for the MCCDR that handles:

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				Encrypted network connections
TEC IF3.8	The Vendor submits to DHHS, prior to installation, plans for all connections to the network, which are reviewed and approved by DHHS and NH Department of Information Technology (DOIT).	M	Y	The Oracle Endeca platform provides the ability to fulfill this requirement.
TEC IF3.9	The Vendor ensures that DHHS or any authorized third-party is able to directly access the network and any equipment located in the NH's data center.	M	Y	The Oracle Endeca platform provides the ability to ensure that DHHS or any authorized third-party is able to directly access the network and any equipment located in the NH's data center.
TEC IF3.10	The Vendor ensures that the Vendor, DHHS staff, DOIT staff and any authorized third-party have remote access capability to access any of the MCCDR environments.	M	Y	The Oracle Endeca platform provides the ability to ensure the Vendor, DHHS staff; DOIT staff and any authorized third-party have remote access capability to access any of the MCCDR environments.
TEC IF3.11	The Vendor provides operations staff to assist with correcting problems associated with hardware or software.	M	Y	The Oracle Endeca platform provides the ability for operations staff to assist with correcting problems associated with hardware or software.
TEC IF3.12	The Vendor tests and troubleshoots interfaces with the target systems for information exchange.	M	Y	The Oracle Endeca platform provides the ability to test and troubleshoot interfaces with the target systems for information exchange.
Software Component				
TEC IF4.1	The Vendor diagnoses problems related to the software and responds to severity in appropriate time frames.	M	Y	The Oracle Endeca platform provides the ability to diagnose problems related to the software and allows Team members to respond to severity in appropriate time frames. The platform has various

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				debuggers for scripts (within Oracle Endeca Studio as well as Oracle Endeca Data Integrator).
TEC IF4.2	The Vendor manages versions, acquires associated software patches and fixes, applies fixes and tests all applied fixes.	M	Y	The Oracle Endeca platform allows Team members to manage version, acquire software patches and fixes, apply fixes, and test all applied fixes.
TEC IF4.3	The Vendor assists with analysis of DHHS requests for new software for appropriateness to the overall architecture.	M	Y	The Oracle Endeca platform allows Team members to assist with analysis of DHHS requests for new software for appropriateness to the overall architecture.
TEC IF4.4	The Vendor develops and maintains an inventory of software including active versions, licensing requirements, and interdependencies to assist with overall management of software upgrades and provides this documentation to DOIT.	M	Y	The Oracle Endeca platform allows Team members to develop and maintain an inventory of software including active versions, licensing requirements, and interdependencies to assist with overall management of software upgrades and provides this documentation to DOIT.
TEC IF4.5	The Vendor develops and implements standards for software installation such as data set names, architecture and volume names to streamline installation and maintenance of software.	M	Y	The Oracle Endeca platform allows Team members to develop and implement standards for software installation such as data set names, architecture, and volume names to streamline installation and maintenance of software.
TEC IF4.6	The Vendor in conjunction with DOIT manages scheduling of operating system upgrades to accommodate processing schedules and system availability needs of DHHS.	M	Y	The Oracle Endeca platform allows Team members in conjunction with DOIT manage scheduling of operating system upgrades to accommodate processing schedules and system availability needs of DHHS.

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Database Management Component				
TEC IF5.1	The Vendor provides a Database Management System component and support Services that meet the following requirements:			
TEC IF5.2	Supports efficient access and management for data.	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following requirements: Supports efficient access and management for data. Accommodated via Oracle Endeca data Integrator.
TEC IF5.3	Supports efficient storage and provides features to enable consistent data access benchmark queries for data volumes sufficient to manage the volume based on the system description put forth in this RFP.	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following requirements: Supports efficient storage and provides features to enable consistent data access benchmark queries for data volumes sufficient to manage the volume based on the system description put forth in this RFP
TEC IF5.4	Runs on open systems platforms;	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following requirements: Runs on open systems platforms;
TEC IF5.5	Includes advanced technology critical to high performance in a large data warehouse environment such as high speed load	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following

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	utilities, high performing sort capabilities, efficient summary management features, and advanced indexing;			requirements: Includes advanced technology critical to high performance in a large data warehouse environment such as high speed load utilities, high performing sort capabilities, efficient summary management features, and advanced indexing;
TEC IF5.6	Affords open client access application program interfaces (APIs) including Java based, open database connectivity (ODBC) and native drivers;	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following requirements: Affords open client access application program interfaces (APIs) including Java based, open database connectivity (ODBC) and native drivers; The MDEX engine can be accessed through various APIs. Same with Oracle Endeca Data Integrator and Oracle Endeca Studio.
TEC IF5.7	Has tight affinity and a significant installed base with data acquisition, data access and data delivery components;	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following requirements: Has tight affinity and a significant installed base with data acquisition, data access and data delivery components; Seamless integration between components.
TEC IF5.8	Possesses a significant installed base and efficient support for chosen application servers;	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following

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				requirements: Possesses a significant installed base and efficient support for chosen application servers;
TEC IF5.9	Employs a system which provides support for XML, HL7 etc.;	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following requirements: Employs a system which provides support for XML, HL7 etc.; HTTPS is also supported.
TEC IF5.10	Supports physical database administration;	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following requirements: Supports physical database administration; through Oracle Endeca Data Integrator.
TEC IF5.11	Maintains through the State of NH DOIT DBAs all databases used in the proposed Solution including installation, configuration, upgrades and patch, fixes and documentation; and	M	Y	The Oracle Endeca platform provides a Database Management System component and support Services that meet the following requirements: Maintains through the State of NH DOIT DBAs all databases used in the proposed Solution including installation, configuration, upgrades and patch, fixes and documentation; and Configuration management is supported.
TEC IF5.12	Provides day-to-day database operational support to DoIT DBA staff, including:			
TEC IF5.13	Problem/issue	M	Y	The Oracle Endeca

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	identification and reSolution;			platform provides the capability to supply day-to-day database operational support to DoIT DBA staff, including: Problem/issue identification and reSolution;
TEC IF5.14	Definition and activation of new environments; and	M	Y	The Oracle Endeca platform provides the capability to supply day-to-day database operational support to DoIT DBA staff, including: Definition and activation of new environments; and
TEC IF5.15	Monitor and tune to ensure that all environments operate efficiently, and that data quality and validation is ensured. In addition, the vendor will provide appropriate tools for tuning and monitoring.	M	Y	The Oracle Endeca platform provides the capability to supply day-to-day database operational support to DoIT DBA staff, including: Monitor and tune to ensure that all environments operate efficiently, and that data quality and validation is ensured. In addition, the Oracle Endeca platform provides appropriate tools for tuning and monitoring.
Section B.2 - Data Acquisition				
ETL/ESB (Solution dependent)				
TEC AQ1.1	The Vendor provides a MCCDR ETL/ESB data acquisition component that:			
TEC AQ1.2	Is a mature, intuitive, easy-to-use COTS repository-based tool that addresses the requirements in this RFP;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Is a mature, intuitive, easy-to-use COTS repository-based tool that addresses the

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				requirements in this RFP; Please note the references provided in this RFP.
TEC AQ1.3	Performs a one-time load of data from sources, defined previously, using the proposed tool;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Performs a one-time load of data from sources, defined previously, using the proposed tool;
TEC AQ1.4	Performs a timely refresh of data from sources using the proposed tool;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Performs a timely refresh of data from sources using the proposed tool; can be scheduled in Oracle Endeca Data Integrator.
TEC AQ1.5	Supports the population of summarized, aggregated structures based on detail data changes in the timeframe of the detail refresh window using both set-based and procedural constructs using the proposed tool;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Supports the population of summarized, aggregated structures based on detail data changes in the timeframe of the detail refresh window using both set-based and procedural constructs using the proposed tool; scripts can be developed within Oracle Endeca Data Integrator to accommodate this.
TEC AQ1.6	Supports the population of internal analytic applications that are specifically required or proposed as part of the Solution as well as Cognos tools;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Supports the population of internal analytic applications that are specifically required or

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				proposed as part of the Solution as well as Cognos tools; Oracle Endeca Data Integrator can populate internal and external applications.
TEC AQ1.7	Supports the ability for multiple developers to work on the Project concurrently;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Supports the ability for multiple developers to work on the Project concurrently; Communities can be configured within Oracle Endeca Data Integrator.
TEC AQ1.8	Supports ease in promotion of code from one environment to another;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Supports ease in promotion of code from one environment to another;
TEC AQ1.9	Provides the capability to perform high-speed movement of data between source and target systems located on the network;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Provides the capability to perform high-speed movement of data between source and target systems located on the network; Can use Bulk Load feature in Oracle Endeca Data Integrator.
TEC AQ1.10	Provides the capability to efficiently acquire, transform, and load very large data volumes to obtain the current volume of source data;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Provides the capability to efficiently acquire, transform, and load very large data volumes to obtain the current volume

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				of source data;
TEC AQ1.11	Provides a development environment with the capability to quickly build and deploy new source/target combinations within the MCCDR;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Provides a development environment with the capability to quickly build and deploy new source/target combinations within the MCCDR; Oracle Endeca Data Integrator provides a robust development environment to deploy new Solutions with additional data sources in an agile manner.
TEC AQ1.12	Supports automated impact analysis capabilities against the ETL/ESB code base;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Supports automated impact analysis capabilities against the ETL/ESB code base;
TEC AQ1.13	Supports the versioning of ETL/ESB modules;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Supports the versioning of ETL/ESB modules;
TEC AQ1.14	Provides the capability to create ETL/ESB functions using pre-packaged transformation objects;	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Provides the capability to create ETL/ESB functions using pre-packaged transformation objects; Oracle Endeca Data Integrator leverages pre-packaged transformation objects such as merge, aggregate, etc.
TEC AQ1.15	Provides the capability to design, develop and	M	Y	The Oracle Endeca platform provides a

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	implement reusable ETL/ESB processes for transformation, exception/error handling, audit and control, and balancing;			MCCDR ETL/ESB data acquisition component that: Provides the capability to design, develop and implement reusable ETL/ESB processes for transformation, exception/error handling, audit and control, and balancing;
TEC AQ1.16	Provides automatic and manual control of caching to balance quick response with scalability.	M	Y	The Oracle Endeca platform provides a MCCDR ETL/ESB data acquisition component that: Provides automatic and manual control of caching to balance quick response with scalability.
TEC AQ1.17	The tool has extraction functionalities that:			
TEC AQ1.18	Provide service to deliver transparent, cross-platform access to remote data sources;	M	Y	The Oracle Endeca platform provides a tool with extraction functionalities that: Provide service to deliver transparent, cross-platform access to remote data sources;
TEC AQ1.19	Support the receipt of data from a variety of source systems and formats of source data;	M	Y	The Oracle Endeca platform provides a tool with extraction functionalities that: Support the receipt of data from a variety of source systems and formats of source data;
TEC AQ1.20	Efficiently process varying arrays and repeating groups; and	M	Y	The Oracle Endeca platform provides a tool with extraction functionalities that: Efficiently process varying arrays and repeating groups; and
TEC AQ1.21	Provide the capability to efficiently unload/select or filter data from source systems	M	Y	The Oracle Endeca platform provides a tool with extraction functionalities that:

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	including the application of remote filters against the source.			Provide the capability to efficiently unload/select or filter data from source systems including the application of remote filters against the source.
TEC AQ1.22	The tool has cleansing/standardization functionalities that:			
TEC AQ1.23	Include data cleansing procedures that are the result of the identification of data quality issues discovered in the source systems that feed the MCCDR and the internal/external analytic applications;	M	Y	The Oracle Endeca platform provides a tool that has cleansing/standardization functionalities that: Include data cleansing procedures that are the result of the identification of data quality issues discovered in the source systems that feed the MCCDR and the internal/external analytic applications;
TEC AQ1.24	Perform both set-based and procedural cleansing routines based on the data quality objectives identified;	M	Y	The Oracle Endeca platform provides a tool that has cleansing/standardization functionalities that: Perform both set-based and procedural cleansing routines based on the data quality objectives identified; Oracle Endeca Data Integrator provides readily available and pre packaged components such as merge transformations to address this.
TEC AQ1.25	Efficiently integrate third-party data cleaning tool(s) within the natural flow of the process; and	M	Y	The Oracle Endeca platform provides a tool that has cleansing/standardization functionalities that: Efficiently integrate third-party data cleaning tool(s) within the natural flow of the process; and
TEC AQ1.26	Perform address and name cleansing routines.	M	Y	The Oracle Endeca platform provides a tool that has

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				cleansing/standardization functionalities that: Perform address and name cleansing routines. Oracle Endeca provides Oracle Endeca Data Integrator, which provides this capability.
TEC AQ1.27	The tool has transformation functionalities that:			
TEC AQ1.28	Provide the capability to apply complex data mapping and domain value conversions against source data;	M	Y	The Oracle Endeca platform provides a tool with transformation functionalities that: Provide the capability to apply complex data mapping and domain value conversions against source data;
TEC AQ1.29	Provide the capability to perform structural transformations against source data including summarization, partitioning, normalization, consolidation, filtering, derivation and other structural transformations;	M	Y	The Oracle Endeca platform provides a tool with transformation functionalities that: Provide the capability to perform structural transformations against source data including summarization, partitioning, normalization, consolidation, filtering, derivation and other structural transformations;
TEC AQ1.30	Provide geo-coding capabilities for subject area addresses via tool or third-party plug-in;	M	Y	The Oracle Endeca platform provides a tool with transformation functionalities that: Provide geo-coding capabilities for subject area addresses via tool or third-party plug-in; The platform allows for the plotting of points on a map as well as navigation refinement via windowing functions (e.g. drawing a rectangular area) on a map.
TEC AQ1.31	Provide fast, flexible lookup capabilities	M	Y	The Oracle Endeca platform provides a tool

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				with transformation functionalities that: Provide fast, flexible lookup capabilities Can be accommodated via Oracle Endeca Data Integrator.
TEC AQ1.32	The tool has loading functionalities that:			
TEC AQ1.33	Provide the capability to perform high-speed movement of data between source and target systems located on the network; and	M	Y	The Oracle Endeca platform provides a tool with loading functionalities that: Provide the capability to perform high-speed movement of data between source and target systems located on the network; and
TEC AQ1.34	Provide the capability to efficiently load very large data volumes.	M	Y	The Oracle Endeca platform provides a tool with loading functionalities that: Provide the capability to efficiently load very large data volumes.
TEC AQ1.35	The ETL tool has overall process control functionalities that:			
TEC AQ1.36	Provide the capability to schedule and monitor transformation jobs/sessions that are used to populate MCCDR internal/external analytic applications;	M	Y	The Oracle Endeca platform provides an ETL tool with overall process control functionalities that: Provide the capability to schedule and monitor transformation jobs/sessions that are used to populate MCCDR internal/external analytic applications; Oracle Endeca Data Integrator provides this capability in an intuitive interface.
TEC AQ1.37	Provide the capability to create complex job streams with interdependencies, create complex job	M	Y	The Oracle Endeca platform provides an ETL tool with overall process control functionalities that:

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	schedules that have both serial and parallel streams, initiate jobs based on time or occurrence of events, and create log files that are detailed enough to debug issues;			Provide the capability to create complex job streams with interdependencies, create complex job schedules that have both serial and parallel streams, initiate jobs based on time or occurrence of events, and create log files that are detailed enough to debug issues; Oracle Endeca Data Integrator provides this capability via several views within the interface.
TEC AQ1.38	Provide audit and control procedures that balance elements that are both additive and non-additive used to compare the data populated in the source systems to the target MCCDR and from the source MCCDR to any data marts;	M	Y	The Oracle Endeca platform provides an ETL tool with overall process control functionalities that: Provide audit and control procedures that balance elements that are both additive and non-additive used to compare the data populated in the source systems to the target MCCDR and from the source MCCDR to any data marts; Oracle Endeca Data Integrator provides the ability to reconcile data sets.
TEC AQ1.39	Provide the capability to re-route error or exception records to a separate target for future interrogation;	M	Y	The Oracle Endeca platform provides an ETL tool with overall process control functionalities that: Provide the capability to re-route error or exception records to a separate target for future interrogation;
TEC AQ1.40	Provide the ability to correct data and subsequently re-submit corrected data to the process;	M	Y	The Oracle Endeca platform provides an ETL tool with overall process control functionalities that: Provide the ability to correct data and

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				subsequently re-submit corrected data to the process;
TEC AQ1.41	Provide reporting of results of an session, including automatic notification of normal processing and failures of the process, description and counts of exceptions;	M	Y	The Oracle Endeca platform provides an ETL tool with overall process control functionalities that: Provide reporting of results of an session, including automatic notification of normal processing and failures of the process, description and counts of exceptions;
TEC AQ1.42	Supports the ability to generate and manage notifications and alerts, including how the alerts are registered, logged, and to whom they are posted;	M	Y	The Oracle Endeca platform provides an ETL tool with overall process control functionalities that: Supports the ability to generate and manage notifications and alerts, including how the alerts are registered, logged, and to whom they are posted;
TEC AQ1.43	Supports the ability to tune process steps;	M	Y	The Oracle Endeca platform provides an ETL tool with overall process control functionalities that: Supports the ability to tune process steps; Oracle Endeca Data Integrator provides tuning capabilities.
TEC AQ1.44	Supports the ability to load-balance jobs or process steps; and	M	Y	The Oracle Endeca platform provides an ETL tool with overall process control functionalities that: Supports the ability to load-balance jobs or process steps; and
TEC AQ1.45	Supports the ability to recover from the abnormal ending of a	M	Y	The Oracle Endeca platform provides an ETL tool with overall process

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	job and restart or rollback.			control functionalities that: Supports the ability to recover from the abnormal ending of a job and restart or rollback.
TEC AQ1.46	The tool has metadata functionalities that:			
TEC AQ1.47	Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including:	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that - Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including:
TEC AQ1.48	Source definitions;	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that - Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including: Source definitions;
TEC AQ1.49	Mappings;	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that - Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including: Mappings; Mapping are readily accessible in Oracle Endeca Data Integrator.
TEC AQ1.50	Transformations;	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that - Support the generation.

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				storage, searching, reporting, importing, exporting and documentation of tool generated metadata including: Transformations;
TEC AQ1.51	Target definitions;	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that - Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including: Target definitions;
TEC AQ1.52	Data lineage;	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that - Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including: Data lineage; Oracle Endeca Data Integrator provides data lineage capabilities.
TEC AQ1.53	Data dependency analysis;	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that - Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including: Data dependency analysis;
TEC AQ1.54	Process flows; and	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that -

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				Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including: Process flows; and Process flows are graphically represented in Oracle Endeca Data Integrator.
TEC AQ1.55	Operational statistics.	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that - Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including: Operational statistics. Operational statistics are available in Oracle Endeca Data Integrator in various formats,
TEC AQ1.56	Stores its metadata in an open, accessible format including an open application program interface (API) that allows ease of acceptance and transport of metadata from modeling tools and to user tools.	M	Y	The Oracle Endeca platform provides a tool with metadata functionalities that - Support the generation, storage, searching, reporting, importing, exporting and documentation of tool generated metadata including: Stores its metadata in an open, accessible format including an open application program interface (API) that allows ease of acceptance and transport of metadata from modeling tools and to user tools.
Data Quality Process				
TEC AQ2.1	The Vendor provides a tool/functionality that supplies	M	Y	The Oracle Endeca platform provides a

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	data profiling capabilities that obtain comprehensive and accurate information about the content, quality and structure of data in the source systems as an on-going process.			tool/functionality that supplies data profiling capabilities that obtain comprehensive and accurate information about the content, quality and structure of data in the source systems as an on-going process.
TEC AQ2.2	The Vendor provides a tool/functionality that provides the data profiling metrics such as completeness, consistency, conformity, integrity, duplication and accuracy in easy-to-understand reports, charts, graphs, etc.	M	Y	The Oracle Endeca platform provides a tool/functionality that provides the data profiling metrics such as completeness, consistency, conformity, integrity, duplication and accuracy in easy-to-understand reports, charts, graphs, etc.
TEC AQ2.3	The Vendor provides a tool/functionality that continually monitors the data quality within the MCCDR and internal analytic applications;	M	Y	The Oracle Endeca platform provides a tool/functionality that continually monitors the data quality within the MCCDR and internal analytic applications; Oracle Endeca Data Integrator provides this ability.
TEC AQ2.4	The Vendor provides a tool/functionality that includes audit and control processes that identify, report, and summarize errors/Defects in the data residing in the DW/DSS and the internal analytic applications.	M	Y	The Oracle Endeca platform provides a tool/functionality that includes audit and control processes that identify, report, and summarize errors/Defects in the data residing in the DW/DSS and the internal analytic applications.
TEC AQ2.5	The Vendor provides a tool/functionality that includes error/exception-handling processes that identify/isolate the errant data.	M	Y	The Oracle Endeca platform provides a tool/functionality that includes error/exception-handling processes that identify/isolate the errant data. Errant data is readily accessible in Oracle Endeca Data Integrator.
TEC AQ2.6	The Vendor provides a tool/functionality that includes	M	Y	The Oracle Endeca platform provides a tool/

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	audit and control processes that prove that the target DW/DSS and internal analytic applications were populated accurately and completely.			functionality that includes audit and control processes that prove that the target DW/DSS and internal analytic applications were populated accurately and completely. Oracle Endeca Data Integrator provides this capability.
Section B.3 - Data Access				
Web Portal				
TEC AC1.1	The Vendor provides a web portal access component to the MCCDR that:			
TEC AC1.2	Supports the seamless integration of data warehouse components providing a central access point for the user to all MCCDR data access and data delivery functionality or both internal and future external users;	M	Y	The Oracle Endeca platform provides a web portal access component to the MCCDR that: Supports the seamless integration of data warehouse components providing a central access point for the user to all MCCDR data access and data delivery functionality or both internal and future external users;
TEC AC1.3	Is compatible with the Vendors proposed data access and data delivery components;	M	Y	The Oracle Endeca platform provides a web portal access component to the MCCDR that: Is compatible with the Oracle Endeca platform's proposed data access and data delivery components; Seamless integration between components within the proposed Oracle Endeca Solution.
TEC AC1.4	Supports the current levels of usage of:			

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TEC AC1.5	50 active users;	M	Y	The Oracle Endeca platform provides a web portal access component to the MCCDR that: Supports the current levels of usage of: 50 active users;
TEC AC1.6	30 concurrent users; and	M	Y	The Oracle Endeca platform provides a web portal access component to the MCCDR that: Supports the current levels of usage of: 30 concurrent users; and
TEC AC1.7	A yearly growth rate of 10% in active and concurrent users.	M	Y	The Oracle Endeca platform provides a web portal access component to the MCCDR that: Supports the current levels of usage of: A yearly growth rate of 10% in active and concurrent users.
TEC AC1.8	Is integrated into the proposed monitoring system in order to quantify and qualify uptime, accessibility, and monitoring of system logs for preventative purposes; and	M	Y	The Oracle Endeca product has been built to conform to a variety of security plans and procedures. The BDSI Team will work with NH DHHS on defining the proper security requirements. As part of our requirements and architecture documents, created as an output of Discovery, will document these requirements and ensure they are included within the delivery of the application. All security procedures outside of this area will be the responsibility of NH DHHS.
TEC AC1.9	Satisfies the Priority 1 Checkpoints from the Web Content Accessibility Guidelines 1.0 developed by the World Wide Web Consortium (W3C).	M	Y	The Oracle Endeca product has been built to conform to a variety of security plans and procedures. The BDSI Team will work with NH DHHS on defining the

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				proper security requirements. As part of our requirements and architecture documents, created as an output of Discovery, will document these requirements and ensure they are included within the delivery of the application. All security procedures outside of this area will be the responsibility of NH DHHS.
TEC AC1.10	Conforms to any State standards regarding the look and feel of the web and the use of required proxies and backend standards.	M	Y	The Oracle Endeca platform provides a web portal access component to the MCCDR that: Supports the current levels of usage of: Conforms to any State standards regarding the look and feel of the web and the use of required proxies and backend standards. The Oracle Endeca platform is flexible to accommodate various skins.
TEC AC1.11	The System shall be OWASP (Open Web Application Security Project) compliant.	M	Y	The Oracle Endeca product has been built to conform to a variety of security plans and procedures. The BDSI Team will work with NH DHHS on defining the proper security requirements. As part of our requirements and architecture documents, created as an output of Discovery, will document these requirements and ensure they are included within the delivery of the application. All security procedures outside of this area will be the responsibility of NH DHHS.

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Business Intelligence				
General				
TEC AC2.1	The Vendor provides a mature, intuitive, easy-to-use Web-based COTS tool that addresses the data access requirements in this RFP with one comprehensive tool suite as well as integrates with existing Cognos suite.	M	Y	The Oracle Endeca platform provides a web portal access component to the MCCDR that: Supports the current levels of usage of: The Vendor provides a mature, intuitive, easy-to-use Web-based COTS tool that addresses the data access requirements in this RFP with one comprehensive tool suite as well as integrates with existing Cognos suite. The Oracle Endeca platform provides the ability to integrate with Cognos via connectors.
TEC AC2.2	The Vendor provides a MCCDR that supports the current levels of usage of:			
TEC AC2.3	50 active users;	M	Y	The Oracle Endeca platform provides the ability to supply a MCCDR that supports the current levels of usage of: 50 active users;
TEC AC2.4	30 concurrent users; and	M	Y	The Oracle Endeca platform provides that ability to supply a MCCDR that supports the current levels of usage of: 30 concurrent users; and
TEC AC2.5	A yearly growth rate of 10% in active and concurrent users.	M	Y	The Oracle Endeca platform provides the ability to supply a MCCDR that supports the current levels of usage of: A yearly growth rate of 10% in active and concurrent users.
TEC AC2.6	The Vendor provides a data access component that continues to create reports for common and repeated needs	M	Y	The Oracle Endeca platform provides a data access component that continues to create

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	over the lifetime of this contract.			reports for common and repeated needs over the lifetime of this contract.
TEC AC2.7	The Vendor maintains a library of reports organized in a manner that facilitates the use and secure access of these reports.	M	Y	The Oracle Endeca platform provides the ability to maintain a library of reports organized in a manner that facilitates the use and secure access of these reports. Security can also be addressed by assigning users roles and associated rights to ensure authorized usage of reports and data.
TEC AC2.8	The Vendor provides a secure interface path to data accessed via this toolset.	M	Y	The Oracle Endeca platform provides the ability to have a secure interface path to data accessed via the toolset. The Oracle Endeca platform provides a robust and secure security framework to accommodate complex security requirements, including those of the CIA and members of the Intel community.
TEC AC2.9	The Vendor provides a data access component that includes software that supports the needs of:			
TEC AC2.10	Executive users to execute basic canned queries and canned reports via a dashboard;	M	Y	The Oracle Endeca platform provides a data access component that includes software that supports the needs of: Executive users to execute basic canned queries and canned reports via a dashboard; Oracle Endeca's dashboards are robust and intuitive. They also provide the ability to drill in various paths through the data.
TEC AC2.11	Power users to develop	M	Y	The Oracle Endeca

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	complex queries executed against the data warehouse using a tool requiring no structured programming and direct structured query language (SQL) constructs;			platform provides a data access component that includes software that supports the needs of: Power users to develop complex queries executed against the data warehouse using a tool requiring no structured programming and direct structured query language (SQL) constructs; Pre-packaged components can be leveraged in this case to provide powerful analytical capabilities.
TEC AC2.12	Casual users to perform simple queries based on point and click technology; and	M	Y	The Oracle Endeca platform provides a data access component that includes software that supports the needs of: Casual users to perform simple queries based on point and click technology; and
TEC AC2.13	Business analysts to perform simple and moderate queries.	M	Y	Oracle Endeca provides business analysts capabilities unmatched in the industry regarding queries, especially with the integration of structured and unstructured content.
TEC AC2.14	The Vendor provides a summary level dashboard (e.g., displaying current metrics of interest to DHHS for planning and program monitoring) that is interactive without the need for user programming or extensive training.	M	Y	The Oracle Endeca platform provides the ability to have a summary level dashboard (e.g. displaying current metrics of interest to DHHS for planning and program monitoring) that is interactive without the need for user programming or training.
TEC AC2.15	The Vendor provides web-enabled access for external users.	M	Y	The Oracle Endeca platform provides web-enabled access for external users. This is provided via Oracle Endeca Studio. an

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				intuitive interface with robust capabilities.
TEC AC2.16	The Vendor provides a suite of high-level and/or general-level reports designed to provide indicators and general trends within and across the populations served by DHHS to fulfill the executive information system needs.	M	Y	The Oracle Endeca platform provides the ability to have a suite of high-level and/or general level reports designed to provide indicators and general trends within and across the populations served by DHHS to fulfill the executive information system needs.
TEC AC2.17	The Vendor provides a data access component that meets performance and availability requirements and that is kept current with upgrades and patches.	M	Y	The Oracle Endeca platform provides a data access component that meets performance and availability requirements and that is kept current with upgrades and patches.
TEC AC2.18	The Vendor provides a data access component that stores and makes available to DHHS the SQL used to create any and all reports regardless of type.	M	Y	The Oracle Endeca platform provides a data access component that stores and makes available to DHHS the SQL used to create any and all reports regardless of type.
Ease of Use				
TEC AC3.1	The Vendor provides a data access component that:			
TEC AC3.2	Provides the capability to allow casual users with limited knowledge of SQL to develop queries through point-and-click functionality;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability to allow casual users with limited knowledge of SQL to develop queries through point-and-click functionality;
TEC AC3.3	Provides the ability to add measures to or delete measures from any report available and allow the user to develop measures without needing knowledae of SQL or	M	Y	The Oracle Endeca platform provides a data access component that: Provides the ability to add measures to or delete measures from any report available and allow the user to develop

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	other complex query language and without having to do manual table joins even if the data is stored in multiple tables;			measures without needing knowledge of SQL or other complex query language and without having to do manual table joins even if the data is stored in multiple tables;
TEC AC3.4	Provides a menu of summary level reports, charts, maps and graphs that are available in a view-ready and print-ready format;	M	Y	The Oracle Endeca platform provides a data access component that: Provides a menu of summary level reports, charts, maps and graphs that are available in a view-ready and print-ready format; Oracle Endeca provides various analytical capabilities including charts, graphs, and tag clouds.
TEC AC3.5	Provides an application menu that utilizes point-and-click functionality without the need for specific commands; and	M	Y	The Oracle Endeca platform provides a data access component that: Provides an application menu that utilizes point-and-click functionality without the need for specific commands; and
TEC AC3.6	Requires minimal training and included detailed reference manuals.	M	Y	The Oracle Endeca platform provides a data access component that: Requires minimal training and included detailed reference manuals.
Sources				
TEC AC4.1	The Vendor provides a data access component that:			
TEC AC4.2	Provides the capability to connect to an industry standard compliant data source (i.e. Open Data Base Connectivity (ODBC)). This connectivity will be to a data warehouse as to not impact production environments.	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability to connect to an industry standard compliant data source (i.e. Open Data Base Connectivity (ODBC)). This connectivity will be to a data warehouse as to not

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				Impact production environments. Oracle Endeca leverages databases via ODBC/JDBC connectivity.
TEC AC4.3	Provides users with the capability to import a list of user-defined values or other driver data to use in order to include or exclude results for query/reporting;	M	Y	The Oracle Endeca platform provides a data access component that: Provides users with the capability to import a list of user-defined values or other driver data to use in order to include or exclude results for query/reporting;
TEC AC4.4	Provides the capability to import/save user-defined data that can be used as part of the filtering criteria against published MCCDR data;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability to import/save user-defined data that can be used as part of the filtering criteria against published MCCDR data;
TEC AC4.5	Has adaptors for the access of data in external sources in their native form;	M	Y	The Oracle Endeca platform provides a data access component that: Has adaptors for the access of data in external sources in their native form; Oracle Endeca uses industry standard adaptors to access data in external sources. For example, blogs can be crawled for content.
TEC AC4.6	Provides users with the ability to use data that has been stored in user-defined tables as a parameter that is used to join to the MCCDR to drive queries;	M	Y	The Oracle Endeca platform provides a data access component that: Provides users with the ability to use data that has been stored in user-defined tables as a parameter that is used to join to the MCCDR to drive queries;
TEC AC4.7	Can import a list of user-defined values into the user library;	M	Y	The Oracle Endeca platform provides a data access component that: Can import a list of user-

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				defined values into the user library;
TEC AC4.8	Provides the capability of creating lists including lists of members, provider groups, individual-line servicing providers, procedure codes, and diagnostic codes; and	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability of creating lists including lists of members, provider groups, individual-line servicing providers, procedure codes, and diagnostic codes; and
TEC AC4.9	Allows importing of external data into user tables.	M	Y	The Oracle Endeca platform provides a data access component that: Allows importing of external data into user tables. Oracle Endeca allows importing of external data quickly, as the MDEX engine ingests metadata, which is then exposed via Oracle Endeca Studio.
Outputs				
TEC AC5.1	The Vendor provides a data access component that:			
TEC AC5.2	Supports the creation of delimited or fixed positional format data extracts;	M	Y	The Oracle Endeca platform provides a data access component that: Supports the creation of delimited or fixed positional format data extracts;
TEC AC5.3	Supports the export of data to .xls, .xlsx, .csv, .txt, .doc, .docx, .mdb, .xml, .pdf, .html, etc.;	M	Y	The Oracle Endeca platform provides a data access component that: Supports the export of data to .xls, .xlsx, .csv, .txt, .doc, .docx, .mdb, .xml, .pdf, .html, etc.;
TEC AC5.4	Provides users with the ability to select the delimiter to be used in a delimited output data set;	M	Y	The Oracle Endeca platform provides a data access component that: Provides users with the ability to select the delimiter to be used in a delimited output data set;
TEC AC5.5	Provides the ability to export reports to	M	Y	The Oracle Endeca platform provides a data

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	multiple data sheets within an Excel workbook;			access component that: Provides the ability to export reports to multiple data sheets within an Excel workbook; Oracle Endeca Studio provides the ability to export to Excel.
TEC AC5.6	Provides the capability to print and print preview query results;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability to print and print preview query results;
TEC AC5.7	Presents data in a variety of outputs;	M	Y	The Oracle Endeca platform provides a data access component that: Presents data in a variety of outputs; Oracle Endeca provides the flexibility to develop customized output layouts as well.
TEC AC5.8	Supports geo-coding technology as an inherent feature and through an interface with geo-coding software supported by the State of NH (i.e., ESRI);	M	Y	The Oracle Endeca platform provides a data access component that: Supports geo-coding technology as an inherent feature and through an interface with geo-coding software supported by the State of NH (i.e., ESRI);
TEC AC5.9	Has the integrated capability to graph reports and make the reports presentation-ready without the need to export the data to a third-party software;	M	Y	The Oracle Endeca platform provides a data access component that: Has the integrated capability to graph reports and make the reports presentation-ready without the need to export the data to a third-party software;
TEC AC5.10	Delivers reports, email, internet or intranet posting;	M	Y	The Oracle Endeca platform provides a data access component that: Delivers reports, email, internet or intranet posting;
TEC AC5.11	Provides a library of canned reports that can	M	Y	The Oracle Endeca platform provides a data

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	be accessed and executed by users that have been granted access to the reports;			access component that: Provides a library of canned reports that can be accessed and executed by users that have been granted access to the reports;
TEC AC5.12	Includes descriptive names for canned reports that are organized within the library in a way that facilitates ease of use;	M	Y	The Oracle Endeca platform provides a data access component that: Includes descriptive names for canned reports that are organized within the library in a way that facilitates ease of use; users have the flexibility in Oracle Endeca to accomplish this.
TEC AC5.13	Contains a library to store query/report multiple control files;	M	Y	The Oracle Endeca platform provides a data access component that: Contains a library to store query/report multiple control files;
TEC AC5.14	Allows the user to store data subsets, lists, user-developed tables, custom reports, and customized norms in user online libraries;	M	Y	The Oracle Endeca platform provides a data access component that: Allows the user to store data subsets, lists, user-developed tables, custom reports, and customized norms in user online libraries;
TEC AC5.15	Includes mapping software with the capability of GIS functionality;	M	Y	The Oracle Endeca platform provides a data access component that: Allows the inclusion of mapping software with the capability of GIS functionality
TEC AC5.16	Includes the ability for a user to create large data objects to support complex data analysis;	M	Y	The Oracle Endeca platform provides a data access component that: Includes the ability for a user to create large data objects to support complex data analysis;
TEC AC5.17	Allows the creation of standard format reports, charts, graphs and GIS displays which are	M	Y	The Oracle Endeca platform provides a data access component that: Allows the creation of

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	printable on all local and network printers;			standard format reports, charts, graphs and GIS displays which are printable on all local and network printers;
TEC AC5.18	Allows the creation of standard format reports, charts, graphs and GIS displays to be transferable to other applications;	M	Y	The Oracle Endeca platform provides a data access component that: Allows the creation of standard format reports, charts, graphs and GIS displays to be transferable to other applications;
TEC AC5.19	Provides the ability to display MCCDR demographic data by type of delivery system on geographical maps at various levels;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the ability to display MCCDR demographic data by type of delivery system on geographical maps at various levels; The platform allows for the plotting of points on a map as well as navigation refinement via windowing functions (e.g. drawing a rectangular area) on a map.
TEC AC5.20	Provides the ability for DHHS-approved users to automatically publish, save and send reports, charts, graphs and other static type documents.	M	Y	The Oracle Endeca platform provides a data access component that: Provides the ability for DHHS-approved users to automatically publish, save and send reports, charts, graphs and other static type documents.
Query				
TEC AC6.1	The Vendor provides a data access component that:			
TEC AC6.2	Provides the ability to create, save, modify, publish and share queries;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the ability to create, save, modify, publish and share queries;

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TEC AC6.3	Provides pre-defined templates;	M	Y	The Oracle Endeca platform provides a data access component that: Provides pre-defined templates;
TEC AC6.4	Supports parameter based queries;	M	Y	The Oracle Endeca platform provides a data access component that: Supports parameter based queries;
TEC AC6.5	Supports query prediction;	M	Y	The Oracle Endeca platform provides a data access component that: Supports query prediction; Oracle Endeca Studio provides this capability via guided navigation and search.
TEC AC6.6	Supports outer joins, unions, intersections, minus operations of multiple datasets;	M	Y	The Oracle Endeca platform provides a data access component that: Supports outer joins, unions, intersections, minus operations of multiple datasets;
TEC AC6.7	Supports correlated sub-queries;	M	Y	The Oracle Endeca platform provides a data access component that: Supports correlated sub-queries;
TEC AC6.8	Supports current American National Standards Institute (ANSI) SQL standards;	M	Y	The Oracle Endeca platform provides a data access component that: Supports current American National Standards Institute (ANSI) SQL standards;
TEC AC6.9	Supports the capability to hand-code, cut/copy & paste or import SQL;	M	Y	The Oracle Endeca platform Supports the capability to hand-code, cut/copy & paste or import SQL.
TEC AC6.10	Provides the user the capability to create flexible reporting formats and flexibility in selecting data items to be included in the report;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the user the capability to create flexible reporting formats and flexibility in selectino

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				data items to be included in the report;
TEC AC6.11	Allows for independent analysis and study by providing drill-down capabilities to the level of individual client, provider, or service;	M	Y	The Oracle Endeca platform provides a data access component that: Allows for independent analysis and study by providing drill-down capabilities to the level of individual client, provider, or service;
TEC AC6.12	Provides the ability for power users who understand the complex data model to create their own dynamic joins between tables;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the ability for power users who understand the complex data model to create their own dynamic joins between tables;
TEC AC6.13	Provides query editing capabilities to support user query development and modification;	M	Y	The Oracle Endeca platform provides a data access component that: Provides query editing capabilities to support user query development and modification; Oracle Endeca also provides debugging to assist with query editing.
TEC AC6.14	Provides the capability to sort, filter and find data in query results;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability to sort, filter and find data in query results;
TEC AC6.15	Includes a graphical interface showing table structure, relationships and built-in expression builders or a natural-language interface where the user can type in a question and the system converts the entry into SQL or other code;	M	Y	The Oracle Endeca platform provides a data access component that: Includes a graphical interface showing table structure, relationships and built-in expression builders or a natural-language interface where the user can type in a question and the system converts the entry into SQL or other code;
TEC AC6.16	Provides flexible filtering or "sub-setting"	M	Y	The Oracle Endeca platform provides a data

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	to specify the selection criteria for reports;			access component that: Provides flexible filtering or "sub-setting" to specify the selection criteria for reports; Users in Oracle Endeca can explore data by drilling on filters (which are facets within Oracle Endeca's environment).
TEC AC6.17	Provides ready-to-use subsets that are appropriate for DHHS services;	M	Y	The Oracle Endeca platform provides a data access component that: Provides ready-to-use subsets that are appropriate for DHHS services;
TEC AC6.18	Provides a subset that supports complex "and/or" logic;	M	Y	The Oracle Endeca platform provides a data access component that: Provides a subset that supports complex "and/or" logic;
TEC AC6.19	Provides user ability to re-sort or re-group the data returned from a query, without issuing a new query to the database repository; and	M	Y	The Oracle Endeca platform provides a data access component that: Provides user ability to re-sort or re-group the data returned from a query, without issuing a new query to the database repository; and
TEC AC6.20	Provides the ability to perform unduplicated counts, including unduplicated counts of clients, providers, claims, claim lines and services.	M	Y	The Oracle Endeca platform provides a data access component that: Provides the ability to perform unduplicated counts, including unduplicated counts of clients, providers, claims, claim lines and services. Duplicate figures can be suppressed at various points in the System, including Oracle Endeca Studio.
Analysis				
TEC AC7.1	The Vendor provides a data access component that:			
TEC AC7.2	Provides multi-dimensional reporting	M	Y	The Oracle Endeca platform provides a data

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	capabilities that would include slice and dice, drill-down, drill-up, drill across and pivot result;			access component that: Provides multi-dimensional reporting capabilities that would include drilling functionality. Users can drill within Oracle Endeca to explore the data.
TEC AC7.3	Provides the ability to select measures, dimension, subsets and time period from a menu and apply selections as flexible objects that can be inserted through drag-and-drop technology to make cross-tabular and multi-tabular reports and allow flexible pivoting of rows to columns and vice versa;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the ability to select measures, dimension, subsets and time period from a menu and apply selections as flexible objects that can be inserted through drag-and-drop technology to make cross-tabular and multi-tabular reports and allow flexible pivoting of rows to columns and vice versa;
TEC AC7.4	Provides pre-defined logical drill paths so the user can move quickly up or down in levels without defining a new query and allow the user to skip levels in the drill path or modify the drill path in real-time;	M	Y	The Oracle Endeca platform provides a data access component that: Provides pre-defined logical drill paths so the user can move quickly up or down in levels without defining a new query and allow the user to skip levels in the drill path or modify the drill path in real-time;
TEC AC7.5	Performs summarization grouping functions;	M	Y	The Oracle Endeca platform provides a data access component that: Performs summarization grouping functions;
TEC AC7.6	Supports stratified random sampling with appropriate statistics and generation of random sampling with associated statistics;	M	Y	The Oracle Endeca platform supports stratified random sampling with appropriate statistics and generation of random sampling with associated statistics;
TEC AC7.7	Provides the capability to build custom	M	U	The Oracle Endeca platform provides a data

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	formulas and derivations;			access component that: Provides the capability to build custom formulas and derivations; Users can leverage the SQL statements with LQL to achieve this.
TEC AC7.8	Supports what-if and reverse analysis;	M	Y	The Oracle Endeca platform provides a data access component that: Supports what-if and reverse analysis;
TEC AC7.9	Provides aggregation or summarization rules based on the existing reports and data filters that are pre-defined and static;	M	Y	The Oracle Endeca platform provides a data access component that: Provides aggregation or summarization rules based on the existing reports and data filters that are pre-defined and static;
TEC AC7.10	Provides analytic slicing and drilling capabilities to ensure a fast response;	M	Y	The Oracle Endeca platform provides a data access component that: Provides analytic slicing and drilling capabilities to ensure a fast response; The MDEX engine facilitates this as the faceted model approach is used.
TEC AC7.11	Provides the following summary level information:			
TEC AC7.12	Financial indicators;	M	Y	The Oracle Endeca platform provides the ability to supply the following summary level information: Financial indicators; Robust analytical capabilities within Oracle Endeca enhance indicators via mapping, charting, stop lighting, etc.
TEC AC7.13	Eligibility indicators;	M	Y	The Oracle Endeca platform provides the ability to supply the following summary level information:

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				Eligibility indicators;
TEC AC7.14	Utilization indicators; and	M	Y	The Oracle Endeca platform provides the ability to supply the following summary level information: Utilization indicators; and
TEC AC7.15	Access to care indicators.	M	Y	The Oracle Endeca platform provides the ability to supply the following summary level information: Access to care indicators.
TEC AC7.16	Allows weighting and ranking to be applied in analysis;	M	Y	The Oracle Endeca platform provides the ability to allow weighting and ranking to be applied in analysis.
TEC AC7.17	Provides predictive modeling capabilities; and	M	Y	The Oracle Endeca platform provides predictive modeling capabilities; and
TEC AC7.18	Supports random number assignment of members, providers, and stratified random sample with appropriate statistics and generation of a random sample with associated statistics, including national trend data, such as US Census.	M	Y	The Oracle Endeca platform provides the ability to support random number assignment of members, providers, and stratified random sample with appropriate statistics and generation of a random sample with associated statistics, including national trend data, such as US Census. Oracle Endeca Data Integrator provides pre-packaged transformations to achieve this as well.
Presentation				
TEC AC8.1	The Vendor provides a data access component that:			
TEC AC8.2	Allows for online maintenance of reports to include addition, deletion, editing, copying and pasting actions;	M	Y	The Oracle Endeca platform provides a data access component that: Allows for online maintenance of reports to include addition, deletion, editing, copying and

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				<p>pastings actions; Accomplished via the Administrator view in Oracle Endeca Studio as well.</p>
TEC AC8.3	Integrates data visualization techniques useful for exception reporting;	M	Y	The Oracle Endeca platform provides a data access component that: Integrates data visualization techniques useful for exception reporting;
TEC AC8.4	Provides exception highlighting where thresholds have been met and notifies the user when certain user-defined criteria have been met; and	M	Y	The Oracle Endeca platform provides a data access component that: Provides exception highlighting where thresholds have been met and notifies the user when certain user-defined criteria have been met; and
TEC AC8.5	Includes a menu with the ability to review reports, graphs, charts and other related documents in multiple formats and levels utilizing latest data.	M	Y	The Oracle Endeca platform provides a data access component that: Includes a menu with the ability to review reports, graphs, charts and other related documents in multiple formats and levels utilizing latest data.
Scheduling				
TEC AC9.1	The Vendor provides a data access component that:			
TEC AC9.2	Accommodates the scheduling of reports to be run immediately or scheduled in the future, based on time or event trigger; and	M	Y	The Oracle Endeca platform provides the ability to schedule reports. Oracle Endeca Data Integrator also provides the ability to capture delta changes in records via triggers.
TEC AC9.3	Provides the capability to schedule reports for execution and route the result sets automatically to select addresses through email.	M	Y	The Oracle Endeca platform provides the ability to schedule reports for execution and route the results sets to predetermined addresses through email.

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Help Functions				
TEC AC10.1	The Vendor provides a data access component that:			
TEC AC10.2	Provides user-friendly online help features including but not limited to:	M	Y	The Oracle Endeca platform provides a data access component that: Provides user-friendly online help features including but not limited to:
TEC AC10.3	How-to examples;	M	Y	The Oracle Endeca platform provides a data access component that: Provides user-friendly online help features including but not limited to: How-to examples;
TEC AC10.4	A comprehensive index;	M	Y	The Oracle Endeca platform provides a data access component that: Provides user-friendly online help features including but not limited to: A comprehensive index;
TEC AC10.5	A comprehensive glossary;	M	Y	The Oracle Endeca platform provides a data access component that: Provides user-friendly online help features including but not limited to: A comprehensive glossary;
TEC AC10.6	User manuals; and	M	Y	The Oracle Endeca platform provides a data access component that: Provides user-friendly online help features including but not limited to: User manuals; and
TEC AC10.7	Command instructions.	M	Y	The Oracle Endeca platform provides a data access component that: Provides user-friendly online help features

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				including but not limited to: Command instructions. An analytical guide is available to facilitate this.
Metadata				
TEC AC11.1	The Vendor provides a data access component that:			
TEC AC11.2	Supports an online/contextual help function;	M	Y	The Oracle Endeca platform provides a data access component that: Supports an online/contextual help function;
TEC AC11.3	Supports descriptive text and search capabilities for elements, derivations, and reports;	M	Y	The Oracle Endeca platform provides a data access component that: Supports descriptive text and search capabilities for elements, derivations, and reports;
TEC AC11.4	Provides the capability to import metadata from the database catalog and other external products;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability to import metadata from the database catalog and other external products;
TEC AC11.5	Provides the capability to export metadata to other external products; and	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability to export metadata to other external products; and
TEC AC11.6	Provides an ease of maintenance of metadata updates.	M	Y	The Oracle Endeca platform provides a data access component that: Provides an ease of maintenance of metadata updates.
Administrative Functions				
TEC AC12.1	The Vendor provides a data access component that:			
TEC AC12.2	Provides the capability to generate alerts when business thresholds have been exceeded;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability to generate alerts when

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				business thresholds have been exceeded; Alerts can be customized in Oracle Endeca.
TEC AC12.3	Notifies the user when certain user-defined criteria have been met;	M	Y	The Oracle Endeca platform provides a data access component that: Notifies the user when certain user-defined criteria have been met; This can be accomplished via Alerts within Oracle Endeca.
TEC AC12.4	Provides detailed alert systems to notify managers of emerging trends, detection of excessive costs, and achievement of goals;	M	Y	The Oracle Endeca platform provides a data access component that: Provides detailed alert systems to notify managers of emerging trends, detection of excessive costs, and achievement of goals;
TEC AC12.5	Provides the ability to terminate runaway queries;	M	Y	The Oracle Endeca platform provides the ability to terminate runaway queries;
TEC AC12.6	Provides the capability to version reports and queries;	M	Y	The Oracle Endeca platform provides a data access component that: Provides the capability to version reports and queries;
TEC AC12.7	Provides a method to perform impact analysis due to proposed changes;	M	Y	The Oracle Endeca platform provides the ability to perform impact analysis due to proposed changes.
TEC AC12.8	Performs load balancing;	M	Y	The Oracle Endeca platform provides the ability to perform load balancing.
TEC AC12.9	Allows for query optimization;	M	Y	The Oracle Endeca platform provides the ability to optimize queries.
TEC AC12.10	Provides the ability to index user created tables in user libraries	M	Y	The Oracle Endeca platform provides the ability to optimize

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	to drive queries;			queries.
TEC AC12.11	Provides space that data warehouse users can use to exchange useful queries and reports that can be modified and used by other data warehouse analysts; and	M	Y	The Oracle Endeca platform provides space that data warehouse user can use to exchange useful queries and reports by other data warehouse analysts; and
TEC AC12.12	Provides an interactive, adjustable time-out feature for inactivity where the user is notified and timed-out after a specified period of inactivity based on DHHS/DOIT policies.	M	Y	The Oracle Endeca platform provides an interactive, adjustable time-out feature for inactivity where the user is notified and timed-out after a specified period of inactivity based on DHHS/DOIT policies.
TEC AC12.13	Provides error messages that are clear and concise when an error occurs, reducing or eliminating the amount of time required to troubleshoot problems	M	Y	The Oracle Endeca platform provides error messages that are clear and concise when an error occurs, reducing or eliminating the amount of time required to troubleshoot problems. For example, Oracle Endeca Data Integrator provides error messages regarding records counts, tables, etc.
Architecture				
TEC AC13.1	The Vendor provides a data access component that:			
TEC AC13.2	Includes a Web-based browser interface with a seamless integration with the standard ODBC Microsoft Windows operating environment; and	M	Y	The Oracle Endeca platform provides a data access component that: Includes a Web-based browser interface with a seamless integration with the standard ODBC Microsoft Windows operating environment; and Oracle Endeca utilizes ODBC and JDBC.
TEC AC13.3	Works efficiently in a Web portal environment.	M	Y	The Oracle Endeca platform provides a data access component that: Works efficiently in a

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				Web portal environment.
TEC AC 13.4	Data has to be accessible using Cognos which is already in use by DHHS staff.	M	Y	The Oracle Endeca platform provides the ability for data to be accessible using Cognos which is already in use by DHHS staff. The Oracle Endeca platform can leverage connectors to achieve this.
Section B.4 - Data Delivery				
TEC DE1.1	The Vendor provides a data delivery component that:			
TEC DE1.2	Provides a uniform Web-based interface to extract large volumes of data maintained in the MCCDR based on selection criteria submitted;	M	Y	The Oracle Endeca platform provides a data delivery component that: Provides a uniform Web-based interface to extract large volumes of data maintained in the MCCDR based on selection criteria submitted;
TEC DE1.3	Provides an integrated, intuitive, and user friendly Web-based portal interface to request and schedule dataset creation and to monitor the status of requests;	M	Y	The Oracle Endeca platform provides a data delivery component that: Provides an integrated, intuitive, and user friendly Web-based portal interface to request and schedule dataset creation and to monitor the status of requests;
TEC DE1.4	Maintains the following information related to the requestor:			
TEC DE1.5	Date and time of request;	M	Y	The Oracle Endeca platform provides a data delivery component that: Maintains the following information related to the requestor: Date and time of request; Oracle Endeca provides a robust auditing system with timestamps readily accessible to ensure authorized usage of the

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				System.
TEC DE1.6	Date and time of initiation of execution;	M	Y	The Oracle Endeca platform provides a data delivery component that: Maintains the following information related to the requestor: Date and time of initiation of execution; Oracle Endeca provides a robust auditing system with timestamps readily accessible to ensure authorized usage of the System.
TEC DE1.7	Date and time of completion of execution;	M	Y	The Oracle Endeca platform provides a data delivery component that: Maintains the following information related to the requestor: Date and time of completion of execution; Oracle Endeca provides a robust auditing system with timestamps readily accessible to ensure authorized usage of the System.
TEC DE1.8	Duration of execution;	M	Y	The Oracle Endeca platform provides a data delivery component that: Maintains the following information related to the requestor: Duration of execution; Oracle Endeca provides a robust auditing system with timestamps readily accessible to ensure authorized usage of the System.
TEC DE1.9	Volume of data extracted;	M	Y	The Oracle Endeca platform provides a data delivery component that: Maintains the following information related to the requestor: Volume of data extracted; Oracle Endeca provides a robust auditing system

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				with timestamps readily accessible to ensure authorized usage of the System.
TEC DE1.10	Acknowledgement of data extraction;	M	Y	The Oracle Endeca platform provides a data delivery component that: Maintains the following information related to the requestor: Acknowledgement of data extraction; Oracle Endeca provides a robust auditing system with timestamps readily accessible to ensure authorized usage of the System.
TEC DE1.11	Receipt of data;	M	Y	The Oracle Endeca platform provides a data delivery component that: Maintains the following information related to the requestor: Receipt of data; Oracle Endeca provides a robust auditing system with timestamps readily accessible to ensure authorized usage of the Solution.
TEC DE1.12	Data elements requested; and	M	Y	The Oracle Endeca platform provides a data delivery component that: Maintains the following information related to the requestor: Data elements requested; and Oracle Endeca provides a robust auditing system with timestamps readily accessible to ensure authorized usage of the System.
TEC DE1.13	Selection criteria for extraction.	M	Y	The Oracle Endeca platform provides a data delivery component that: Maintains the following information related to the requestor:

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TEC DE1.14	Provides the capability to extract the data in a number of formats;	M	Y	The Oracle Endeca platform provides a data delivery component that: Provides the capability to extract the data in a number of formats; Oracle Endeca provides the ability to export to various formats including Excel and XML.
TEC DE1.15	Publishes data to a final location destination or to an intermediate location destination where the requestor can then retrieve the data;	M	Y	The Oracle Endeca platform provides a data delivery component that: Publishes data to a final location destination or to an intermediate location destination where the requestor can then retrieve the data;
TEC DE1.16	Provides secure access to this data delivery functionality and to the data elements received;	M	Y	The Oracle Endeca platform provides a data delivery component that: Provides secure access to this data delivery functionality and to the data elements received;
TEC DE1.17	Schedules the data extraction based on time or on the occurrence of events;	M	Y	The Oracle Endeca platform provides a data delivery component that: Schedules the data extraction based on time or on the occurrence of events; Reports can be provided real time as well, negating the need to schedule reports.
TEC DE1.18	Provides the administrative functions of:			
TEC DE1.19	Deletion/cleanup of extracted datasets;	M		The Oracle Endeca platform provides the ability to delete/cleanup extracted data sets.
TEC DE1.20	Monitoring and control of jobs that contain data extraction requests;	M	Y	The Oracle Endeca platform provides the ability to monitor and control jobs that contain data extraction requests.

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TEC DE1.21	Creation of automatic alerts sent to users when errors occur during the process; and	M	Y	The Oracle Endeca platform provides the ability to create automatic alerts sent to a user when errors occur during the process. This can be achieved in Oracle Endeca Data Integrator.
TEC DE1.22	Notifications sent to requestor concerning the details of the extract, such as duration of execution, size of extract;	M	Y	The Oracle Endeca platform provides the ability to send notifications to requestor concerning the details of the extract, such as duration of execution, size of contract;
TEC DE1.23	Generates administrative reports that detail and summarize the data delivery requests and executions.	M	Y	The Oracle Endeca platform provides the ability to generate administrative reports that detail and summarize the data delivery requests and executions.
Section B.5 - Managed Metadata Environment				
TEC MM1.1	The Vendor provides a MCCDR MME data content component Solution that:			
TEC MM1.2	Provides the ability to capture and synchronize metadata from data mappings, ETL/ESB tools and processes, data modeling tools, relational database data dictionaries and catalogs, data quality tools, multiple reporting/query tools, data extraction tools, messaging and transactions, static documentation libraries, external (non MCCDR sources) and application run-time environments in a timely fashion;	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Provides the ability to capture and synchronize metadata from data mappings, ETL/ESB tools and processes, data modeling tools, relational database data dictionaries and catalogs, data quality tools, multiple reporting/query tools, data extraction tools, messaging and transactions, static documentation libraries, external (non MCCDR sources) and application

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				run-time environments in a timely fashion;
TEC MM1.3	Provides the ability to extend and/or customize the capabilities to capture metadata from sources not currently defined or anticipated, but discovered and required in later phases of the Project;	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Provides the ability to extend and/or customize the capabilities to capture metadata from sources not currently defined or anticipated, but discovered and required in later phases of the Project; Oracle Endeca can provide this by quickly ingesting data and exposing it through Guided Navigation in Oracle Endeca Studio.
TEC MM1.4	Provides an integrated, intuitive, user friendly Web-based portal interface to view and report the metadata;	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Provides an integrated, intuitive, user friendly Web-based portal interface to view and report the metadata;
TEC MM1.5	Provides keyword and attribute based search capabilities to locate the required metadata;	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Provides keyword and attribute based search capabilities to locate the required metadata; Oracle Endeca provides search capabilities that may assist in query prediction and guided navigation.
TEC MM1.6	Provides a central interface that would be used to	M	Y	The Oracle Endeca platform provides the ability to create a

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	manage/maintain the MME;			MCCDR MME data content component Solution that: Provides a central interface that would be used to manage/maintain the MME;
TEC MM1.7	Provides an extraction capability to allow metadata to be exported and distributed in open and non-proprietary formats by users;	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Provides an extraction capability to allow metadata to be exported and distributed in open and non-proprietary formats by users;
TEC MM1.8	Provides an automated method to extract business metadata into the proposed BI Pull Down reporting tool repository;	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Provides an automated method to extract business metadata into the proposed BI Pull Down reporting tool repository;
TEC MM1.9	Provides a relational database repository for persistent storage of metadata content (if centralized approach) and for registry (if decentralized approach);	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Provides a relational database repository for persistent storage of metadata content (if centralized approach) and for registry (if decentralized approach);
TEC MM1.10	Is able to version the metadata content stored;	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Is able to version the

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				metadata content stored;
TEC MM1.11	Includes the technical infrastructure to capture, store, and report the various forms of metadata described in the metadata content section and run natively in an open systems environment;	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Includes the technical infrastructure to capture, store, and report the various forms of metadata described in the metadata content section and run natively in an open systems environment; This can be achieved via the Content Acquisition System.
TEC MM1.12	Maintains a secure interface that would allow users with varying roles the ability to maintain and/or view the metadata that they are authorized to maintain and/or view;	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Maintains a secure interface that would allow users with varying roles the ability to maintain and/or view the metadata that they are authorized to maintain and/or view;
TEC MM1.13	Accommodates a sufficient volume of metadata content for the proposed Solution; and	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Accommodates a sufficient volume of metadata content for the proposed Solution; and
TEC MM1.14	Accommodates up to 50 active users, 30 concurrent users and allow for 10 percent growth per year in the total number of users and concurrent users.	M	Y	The Oracle Endeca platform provides the ability to create a MCCDR MME data content component Solution that: Accommodates up to 50 active users, 30 concurrent users and allow for 10 percent

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				growth per year in the total number of users and concurrent users
Section B.6 - Data Model				
TEC DM1.1	The Vendor provides a MCCDR data model component that is be maintained in an open systems modeling tool that has the capability to support:			
TEC DM1.2	Syntax of proposed relational database management system;	M	Y	The Oracle Endeca platform supports syntax of proposed relational database management system.
TEC DM1.3	Import and export of metadata;	M	Y	The Oracle Endeca platform provides the ability to import and export metadata.
TEC DM1.4	Logical and physical data models;	M	Y	The Oracle Endeca platform provides the ability to support logical and physical data models. The MDEX engine supports a logical faceted model and creates an index based on metadata.
TEC DM1.5	Version control of logical and physical models;	M	Y	The Oracle Endeca platform provides the ability to support version control of logical and physical models.
TEC DM1.6	Forward engineering capabilities;	M	Y	The Oracle Endeca platform provides the ability to support forward engineering capabilities.
TEC DM1.7	Reverse engineering capabilities;	M	Y	The Oracle Endeca platform supports reverse engineering capabilities.
TEC DM1.8	Volumetric calculation capabilities;	M	Y	The Oracle Endeca platform supports volumetric calculation capabilities.
TEC DM1.9	Comparison capabilities for different logical and physical data model	M	Y	The Oracle Endeca platform supports comparison capabilities

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	versions;			for different logical and physical versions.
TEC DM1.10	Report generation capabilities; and	M	Y	The Oracle Endeca platform supports report generation capabilities.
TEC DM1.11	Capability to enforce object-naming standards.	M	Y	The Oracle Endeca platform supports the capability to enforce object-naming capabilities.
Section B.7 - Testing System Requirements				
TEC TS1.1	The Vendor shall:			
TEC TS1.2	Provide a MCCDR test system that can be refreshed as requested by DHHS/DOIT. This approval is needed to prevent instances where a refresh may inadvertently wipe out any current testing efforts and results;	M	Y	The Oracle Endeca platform supports this requirement. A MCCDR test system can be refreshed as requested.
TEC TS1.3	Provide a test system that mirrors the production system with all current releases, patches and fixes installed for the MCCDR;	M	Y	The Oracle Endeca platform supports this requirement. A test system that mirrors the production system can be created.
TEC TS1.4	Install the same database management tools and utilities for the test system that are installed on the production servers for the MCCDR;	M	Y	The Oracle Endeca platform supports this requirement. Configuration management between test and production servers is supported.
TEC TS1.5	Develop and implement, upon acceptance by DHHS, a configuration management system to control the migration of tested hardware and software (system and application) to the production environment;	M	Y	The Oracle Endeca platform supports this requirement. Configuration management to control the migration of hardware and software to the production environment is supported.
TEC TS1.6	Include access to the UAT test system as an option on the DHHS Web portal;	M	Y	The Oracle Endeca platform supports this requirement.

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TEC TS1.7	Provide access to the MCCRDR test system to allow for DHHS review, testing and acceptance;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.8	Provide a test system to support the following activities:			
TEC TS1.9	Production problem research and reSolution;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.10	Test area to validate software vendor patches and fixes before promoting in production;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.11	Test area to validate edits and updates to the following components: Metadata information, user tools and the Web portal;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.12	System and user acceptance testing;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.13	User area to test new queries and reports prior to execution in production;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.14	Data conversion as needed to seed the MCCRDR; and	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.15	MCCRDR ETL /ESB process;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.16	Provide a MCCRDR test system that addresses the functionality provided by the following functions:			
TEC TS1.17	Data Acquisition;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.18	Data Delivery;	M	Y	The Oracle Endeca olatform suooorts this

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				requirement.
TEC TS1.19	Data Access;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.20	Metadata; and	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.21	Business Continuity;	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.22	The test system shall:			
TEC TS1.23	Use the same hardware, operating system (OS), and RDBMS that is being used in production.	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.24	Have the same make and model of servers (database, application and ETL/ESB) to mirror those that are being used in the production data warehouse environment	M	Y	The Oracle Endeca platform supports this requirement.
TEC TS1.25	Provide the same database capacity and structure for the test system as is available for the production data warehouse database.	M	Y	The Oracle Endeca platform supports this requirement.
Section B.8 - Security Management				
MITA 5.6.1 Manage Program Information				
TEC SP1.1	Contains a data classification schema with data items flagged to link them to a classification category and has an access privilege scheme for each user that limits the user's access to one or more data classification	M	Y	The Oracle Endeca platform supports this requirement.

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	categories.			
TEC SP1.2	Supports data integrity through system controls for software program changes and promotion to production.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP1.3	Provides the capability that all system activity can be traced to a specific user.	M	Y	The Oracle Endeca platform supports this requirement.
Security, Privacy and Confidentiality Plan				
TEC SP2.1	The Vendor:			
TEC SP2.2	Delivers a Security, Privacy and Confidentiality Plan within thirty (30) calendar days of Contract startup;	M	Y	The Oracle Endeca product has been built to conform to a variety of security plans and procedures. The BDSI Team will work with NH DHHS on defining the proper security requirements. As part of our requirements and architecture documents, created as an output of Discovery, will document these requirements and ensure they are included within the delivery of the application. All security procedures outside of this area will be the responsibility of NH DHHS.
TEC SP2.3	Submits an updated Security, Privacy and Confidentiality Plan to DHHS for Review and approval thirty (30) business days prior to the start of MCCDR Operations.	M	Y	The Oracle Endeca product has been built to conform to a variety of security plans and procedures. The BDSI Team will work with NH DHHS on defining the proper security requirements. As part of our requirements and architecture documents, created as an output of Discovery, will document these requirements and ensure they are included within the delivery of the application. All security procedures outside of this area will be the

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				responsibility of NH DHHS.
TEC SP2.4	The Security Plan is compliant with:			
TEC SP2.5	All policies issued by the National Institute of Standards and Technology Special Publication 800-53, revision 3, as updated May 1, 2010;	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP2.6	Applicable requirements under the Office of the National Coordinator Certification criteria for electronic health record technology, and	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP2.7	HIPAA Security and Privacy requirements.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP2.8	IRS security guidelines (IRS Publication 1075).	M	Y	The Oracle Endeca platform supports this requirement.
Data Security				
TEC SP3.1	The Vendor provides a MCCDR security Solution that:			
TEC SP3.2	Permits supervisors or other designated officials to set and modify user security access profiles at a fine grain level.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.3	Allows DHHS/DOIT to require user password changes by a specified frequency with user notice prior to expiration.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.4	Allows DHHS/DOIT to require strong passwords.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.5	Stores passwords in encrypted format as	M	Y	The Oracle Endeca platform supports this

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	well as all data in encrypted format in transit as well as rest.			requirement.
TEC SP3.6	Supports file, record, and field level security.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.7	Provides document security.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.8	Permits the system administrator to re-set user passwords.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.9	Prohibits display of passwords on the sign-on screen when entered by the user.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.10	Allows system lockout after a specified period of user inactivity.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.11	Supports the easy and flexible addition or deletion of user roles.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.12	Makes it easy for Security Administrators to add or remove individuals from established roles.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.13	Is able to establish different roles for the metadata database.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP3.14	Prevents unauthorized access and safeguards the confidentiality of person/consumer data in compliance with applicable State and Federal law.	M	Y	The Oracle Endeca platform supports this requirement.
Security Audit				
TEC SP4.1	The Vendor provides a MCCR security Solution that:			
TEC SP4.2	Provides an audit trail of record changes, including user and date of change.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP4.3	Has the ability to implement audit trails to allow information on	M	Y	The Oracle Endeca platform supports this requirement.

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	source documents to be traced through the processing stages to the point where the information is finally recorded.			
TEC SP4.4	Has the ability to trace data from the final place of recording back to its source of entry.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP4.5	Tracks user logon and logoffs into the system by user identifiers so that a history of valid and non-valid logon requests by user can be available for investigative purposes.	M	Y	The Oracle Endeca platform supports this requirement.
Network				
TEC SP5.1	The Vendor provides a MCCDR security Solution that:			
TEC SP5.2	Provides a MCCDR network infrastructure Solution that is self-contained in its own security perimeter	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.3	Secures the perimeter of the network through the use of International Computer Security Association (ICSA) compliant firewalls.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.4	Only connects to the State's internal computer network with prior, written consent of the State, which the State reasonably provides if necessary or appropriate for support purposes.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.5	Secures the Vendor's own connected systems in a manner consistent with the State's then-current security policies, which the State provides to the Vendor on request.	M	Y	The Oracle Endeca platform supports this requirement.

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TEC SP5.6	Provides Internet security functionality to include the use of firewalls, Intrusion Detection, HTTPS, encrypted network/secure socket layer, and security provisioning protocols such as secure sockets layer, and Internet protocol security (IPSEC).	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.7	Includes mechanisms to safeguard data integrity and confidentiality of data passing over public networks.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.8	Places firewalls between the private network and the connection to the State's network.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.9	Keeps any information passing through networks confidential.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.10	Contains measures to mitigate any new network security risks created by connecting the MCCDR network to a third-party network.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.11	Establishes responsibilities and procedures for remote use in compliance with NH requirements.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.12	The Vendor's Network Architecture and all proposed network hardware and software are compliant with:			
TEC SP5.13	All policies issued by DOIT.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP5.14	National Institute of Standards and Technology Special Publication 800-53.	M	Y	The Oracle Endeca platform supports this requirement.

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	revision 3, as updated May 1, 2010; and			
TEC SP5.15	Applicable requirements under the Office of the National Coordinator Certification criteria for electronic health record technology.	M	Y	The Oracle Endeca platform supports this requirement.
Application				
TEC SP6.1	The Vendor provides a MCCR security Solution that:			
TEC SP6.2	Applies a consistent security policy across all applications.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP6.3	Ensures all applications are protected.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP6.4	Provides an easy and consistent mechanism for configuring operational rules and security policies	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP6.5	Provides a structure in which applications can be developed without needing to understand the specifics of security implementation.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP6.6	Ensures that all applications comply and are compatible with existing State and Federal guidelines preventing unauthorized access.	M	Y	The Oracle Endeca platform supports this requirement.
TEC SP6.7	Employs export and import capabilities that provide user-level security options to control access to sensitive information.	M	Y	The Oracle Endeca platform supports this requirement.
Section B.9 - Business Continuity				
Backup/Recovery				

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TEC BC1.1	The System backs up all data files and transaction logs that reside on the environment.	M	Y	The Solution being proposed will adhere to NH DHHS DoIT policies and procedures as it pertains to no-mission critical applications. The BDSI Team will work with the NH DHHS Team to define the right backup strategy. As depicted in the hardware-sizing diagram, we are proposing the use of multiple environments (Development, Staging, and Production), which will house various Oracle Endeca components. Our product can integrate with existing Enterprise level backup Solution, no additional software will be required. The Oracle Endeca Server supports backup via existing Enterprise file based backup Solution, while our Oracle Endeca Studio utilizes standard database backup Solution.
TEC BC1.2	The Vendor provides a backup/recovery component comprised of a high capacity backup and recovery infrastructure for all required component data within the data acquisition, data access and data delivery components. System shall be capable of maintaining 99% uptime.	M	Y	For the purposes of this response, the NH DHHS DoIT Team will be responsible for providing and maintaining the infrastructure for the application unless otherwise requested. The Oracle Endeca Solution is capable of maintaining 99% uptime and will need to be configured to do so by the NH DHHS DoIT staff in concert with BDSI. Our product can integrate with existing Enterprise level backup Solution, no additional software will be required. The Oracle Endeca Server (MDEX)

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				database/engine supports backup via existing Enterprise file based backup Solution, while our Oracle Endeca Studio utilizes standard database backup Solution.
TEC BC1.3	Secure backups include but are not limited to the following datasets:			
TEC BC1.4	Database data;	M	Y	The Oracle Endeca platform supports this requirement.
TEC BC1.5	Files;	M	Y	The Oracle Endeca platform supports this requirement.
TEC BC1.6	Operating System Software;	M	Y	The Oracle Endeca platform supports this requirement.
TEC BC1.7	RDBMS Software;	M	Y	The Oracle Endeca platform supports this requirement.
TEC BC1.8	Documentation;	M	Y	The Oracle Endeca platform supports this requirement.
TEC BC1.9	Program Code; and	M	Y	The Oracle Endeca platform supports this requirement.
TEC BC1.10	User libraries of reports, queries, etc.	M	Y	The Oracle Endeca platform supports this requirement.
Failover (Optional)				
TEC BC2.1	The Vendor provides a failover component designed to minimize business outages due to hardware or network malfunctions.	M	Y	The Oracle Endeca product has been built to conform to a variety of failover plans and procedures. The BDSI Team will work with NH DHHS on defining the proper failover requirements. As part of our requirements and architecture documents, created as an output of Discovery, will document these requirements and ensure they are included

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				<p>within the delivery of the application. All failover procedures outside of this area will be the responsibility of NH DHHS.</p> <p>Our product can integrate with existing Enterprise level failover Solution, no additional software will be required. The Oracle Endeca Server (MDEX) supports backup via existing Enterprise file based backup Solution, while our Oracle Endeca Studio utilizes standard database backup Solution.</p>
TEC BC2.2	The Vendor provides a failover component with immediate failover capability maintaining 99% uptime.	M	Y	<p>The Oracle Endeca product has been built to conform to a variety of failover plans and procedures. The BDSI Team will work with NH DHHS on defining the proper failover requirements. As part of our requirements and architecture documents, created as an output of Discovery, will document these requirements and ensure they are included within the delivery of the application. All failover procedures outside of this area will be the responsibility of NH DHHS.</p> <p>Our product can integrate with existing Enterprise level failover Solution, no additional software will be required. The Oracle Endeca Server (MDEX) supports backup via existing Enterprise file based backup Solution, while our Oracle Endeca</p>

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				Studio utilizes standard database backup Solution
TEC BC2.3	The Vendor establishes a hierarchy and documentation of critical Services and infrastructure to determine the order that Services are restored.	M	Y	<p>The Oracle Endeca product has been built to conform to a variety of failover plans and procedures. The BDSI Team will work with NH DHHS on defining the proper failover requirements. As part of our requirements and architecture documents, created as an output of Discovery, will document these requirements and ensure they are included within the delivery of the application. All failover procedures outside of this area will be the responsibility of NH DHHS.</p> <p>Our product can integrate with existing Enterprise level failover Solution, no additional software will be required. The Oracle Endeca Server (MDEX) supports backup via existing Enterprise file based backup Solution, while our Oracle Endeca Studio utilizes standard database backup Solution</p>

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BDSI's Project Manager and the State Project manager shall finalize the Work Plan within five (5) business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan shall be documented in accordance with BDSI's plan to implement the Software. Continued development and management of the Work Plan is a joint effort on the part of BDSI and State Project Managers.

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

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

1. ASSUMPTIONS

A. General

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

B. Logistics

- The BDSI Team shall perform this Project at State facilities at no cost to BDSI
- The BDSI Team shall honor all holidays observed by BDSI or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the BDSI Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). NH DHHS will work with BDSI to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for BDSI staff.

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C. Project Management

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

D. Technical Environment and Management

The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.

- The State shall provide the hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of six (6) instances of the applications (instances include: configuration, development, System/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.
- The State's hardware operating environment and supporting software shall meet BDSI certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- BDSI Team shall implement OEDI Release Version 2.3 applications.
- BDSI will lead an effort, including the State of New Hampshire Operations Team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to BDSI and State of New Hampshire Teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- The BDSI Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the BDSI technical Team, a subset of the conversions.

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The BDSI Team shall lead the State with the mapping of the legacy Data to the BDSI applications.

- Additionally, the BDSI Team shall:
 1. Provide the State with BDSI application data requirements and examples, of data mappings, conversion scripts, and data loaders. The BDSI Team shall identify the APIs the State should use in the design and development of the conversion.
 2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
 3. Lead the review of functional and technical Specifications.
 4. Assist with the reSolution of problems and issues associated with the development and Implementation of the conversions.

F. Project Schedule

- Deployment is planned to begin on March 15, 2013 with a planned go-live date of March 22, 2013.

G. Reporting

- BDSI shall conduct status meetings, and provide reports as set forth in Exhibit D – Administrative Services.

H. User Training and Change Management

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

I. Performance and Security Testing

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

2. ROLES AND RESPONSIBILITIES

A. BDSI Team Roles and Responsibilities

1) BDSI Team Project Executive

The BDSI Team's Project Executives (BDSI and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the BDSI Team Project Manager and the

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State's Project leadership on the best practices for implementing the BDSI Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) BDSI Team Project Manager

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

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

3) BDSI Team Analysis

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

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

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

4) BDSI Team Tasks

The BDSI Team shall assume the following tasks:

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

B. State Roles and Responsibilities

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

1) State Project Manager

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

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

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

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

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

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

3) State Technical Lead and Architect

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

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

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4) State Database Administrator (DBA) (DoIT)

The role of the State Application DBA(s) is to work closely with the BDSI Team to install and maintain the Application environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:

- Attend application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with the BDSI to finalize machine, site, and production configuration;
- Work with the BDSI to finalize logical and physical database configuration;
- Work with the BDSI to install the BDSI tools, and BDSI Applications for the development and training environment;
- Work with the BDSI to clone additional application instances as needed by the application Teams;
- Work with the BDSI upgrades to the application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Project Teams;
- Work with the BDSI and the Project Teams to establish and manage an instance management plan throughout the Project;
- Work with the BDSI to establish and execute backup and recovery procedures throughout the Project;
- Manage operating system adjustments and System Maintenance to maintain System configurations and Specifications;
- Work with the Project Teams to manage the availability of application instances throughout the Project;
- Perform routine BDSI application monitoring and tuning;
- Work with the BDSI to define and test application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the application Teams;
- Establish new BDSI application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) State Network Administrator (DoIT)

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

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;

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- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the application and database servers.

6) State Testing Administrator

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

- Coordinating the development of System, integration, performance, and Acceptance Test plans;
- Coordinating System, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's Team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

4) SOFTWARE APPLICATION

Oracle Endeca Information Discovery Software

5) CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
New Heights	N/A	BDSI	Database
Lawson	N/A	BDSI	Database
NECSES	N/A	BDSI	Database
Bridges	N/A	BDSI	Database
Options	N/A	BDSI	Database

A. Conversion Testing Responsibilities

- The BDSI Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

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- The BDSI Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The BDSI Team and the State shall develop and Unit Test their assigned conversions.
- The State and the BDSI Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the BDSI Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

6) INTERFACES

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

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
New Heights	N/A	BDSI	Database
Lawson	N/A	BDSI	Database
NECSES	N/A	BDSI	Database
Bridges	N/A	BDSI	Database
Options	N/A	BDSI	Database

A. Interface Responsibilities

- The BDSI Team shall provide the State BDSI Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The BDSI Team shall identify the APIs the State should use in the design and development of the interface.
- The BDSI Team shall lead the State with the mapping of Data to the BDSI Software.
- The BDSI Team shall lead the review of functional and technical interface Specifications.
- The BDSI Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The BDSI Team shall document the functional and technical Specifications for the interfaces.
- The BDSI Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The BDSI Team shall develop and Unit Test the interface.
- The State and the BDSITeam shall jointly verify and validate the accuracy and completeness of the interface.

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- BDSI Teams shall construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

7) APPLICATION MODIFICATION

To more fully address the State's requirements, the BDSI Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

Table 6.1: Modifications – BDSI Developed

Requirement	Components, if applicable	Enhancement Description
TBD during four (4) Iterations	Reports & Web Views	400 hour of consulting to developed enhanced views and reports from data sources subsequent to deployment

8) PRELIMINARY WORK PLAN

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

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
OEID Implementation	95 days	11/5/2012	3/15/2013
Design Phase	20 days	11/5/2012	11/30/2012
Data preparation	20 days	11/5/2012	11/30/2012
Project Kickoff Phase	7.63 days	11/5/2012	11/14/2012
Conduct Pre-sales Hand Off	5 days	11/5/2012	11/9/2012
Review of SOW and License	2 hrs	11/12/2012	11/12/2012
Introductory call with NH DHHS	1 hr	11/12/2012	11/12/2012
Conduct Design Workshop			
Preparation Meeting	2 hrs	11/12/2012	11/12/2012
Design Workshop Preparation	2 days	11/12/2012	11/14/2012
Conduct onsite Endeca Design Workshop	3 days	11/14/2012	11/19/2012
Deliver Endeca Design Documents	9.38 days	11/19/2012	11/30/2012
Data Mapping Worksheet	1 day	11/19/2012	11/20/2012

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Requirements Document	1 day	11/20/2012	11/21/2012
Architecture Document	1 day	11/21/2012	11/22/2012
Revise Design Documents (if necessary)	1 day	11/30/2012	11/30/2012
Receive initial Design Documentation acceptance	0 days	11/30/2012	11/30/2012
Development Phase	65 days	12/3/2012	3/1/2013
Iteration 0	20 days	12/3/2012	12/28/2012
Set up Dev environment	2 days	12/3/2012	12/4/2012
Define data model from sample data provided in Design Phase	5 days	12/3/2012	12/7/2012
Define data strategy for ingest to Endeca	2 days	12/10/2012	12/11/2012
Operationalize ETL process	5 days	12/12/2012	12/18/2012
Modify, refine and massage data in ETL process	3 days	12/19/2012	12/21/2012
Receive finalized production data from NH DHHS	0 days	12/21/2012	12/21/2012
Create initial pages with navigation	3 days	12/24/2012	12/26/2012
Update documentation	2 days	12/27/2012	12/28/2012
Iteration 1	15 days	12/31/2012	1/18/2013
Conduct Iteration 0 review	0.5 days	12/31/2012	12/31/2012
Update Latitude Studio pages and Studio based on Iteration 0 review	3 days	12/31/2012	1/3/2013
Define record adapters	1 day	1/3/2013	1/4/2013
Build data ingest components	1 day	1/4/2013	1/7/2013
Create appropriate joins and caches	1 day	1/7/2013	1/8/2013
Create and map additional attributes	1 day	1/8/2013	1/9/2013
Test ETL process	1 day	1/9/2013	1/10/2013
Conduct Iteration 0 review	0.5 days	12/31/2012	12/31/2012
Changes to LDI configuration based on data changes and model	1 day	1/10/2013	1/11/2013
Install and Configure Latitude Studio standard components	2 days	1/10/2013	1/14/2013
Create analytics statements	3 days	1/14/2013	1/17/2013
Update documentation	1 day	1/17/2013	1/18/2013
Conduct Iteration 1 Unit Testing	4 hrs	1/18/2013	1/18/2013

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Contractor's initials: TS

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Iteration 2	15 days	1/21/2013	2/8/2013
Conduct Iteration 1 review	0.5 days	1/21/2013	1/21/2013
Update Latitude Studio pages and Studio based on Iteration 1 review	3 days	1/21/2013	1/24/2013
Define record adapters	1 day	1/24/2013	1/25/2013
Build data ingest components	1 day	1/25/2013	1/28/2013
Create appropriate joins and caches	1 day	1/28/2013	1/29/2013
Create and map additional attributes	1 day	1/29/2013	1/30/2013
Test ETL process	1 day	1/30/2013	1/31/2013
Changes to LDI configuration based on data changes and model	1 day	1/31/2013	2/1/2013
Install and Configure Latitude Studio standard components	2 days	1/31/2013	2/4/2013
Create analytics statements	3 days	2/4/2013	2/7/2013
Update documentation	1 day	2/7/2013	2/8/2013
Conduct Iteration 2 Unit Testing	4 hrs	2/8/2013	2/8/2013
Iteration 3	15 days	2/11/2013	3/1/2013
Conduct Iteration 2 unit review	0.5 days	2/11/2013	2/11/2013
Update Latitude Studio pages and Studio based on Iteration 2 review	3 days	2/11/2013	2/14/2013
Define record adapters	1 day	2/14/2013	2/15/2013
Build data ingest components	1 day	2/15/2013	2/18/2013
Create appropriate joins and caches	1 day	2/18/2013	2/19/2013
Create and map additional attributes	1 day	2/19/2013	2/20/2013
Test ETL process	1 day	2/20/2013	2/21/2013
Changes to LDI configuration based on data changes and model	1 day	2/21/2013	2/22/2013
Install and Configure Latitude Studio standard components	2 days	2/21/2013	2/25/2013
Create analytics statements	3 days	2/25/2013	2/28/2013
Update documentation	1 day	2/28/2013	3/1/2013
Conduct Iteration 3 Testing	4 hrs	3/1/2013	3/1/2013
Deploy & Cutover	10 days	3/4/2013	3/15/2013
Task Name	Duration	Start	Finish
Update Latitude Studio pages and ETL based on Iteration 3 review	1 day	3/4/2013	3/5/2013
Instal OEID on all required	1 day	3/5/2013	3/6/2013

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production servers			
Test ETL Process	0.5 days	3/6/2013	3/6/2013
Conduct UAT (to be determined by Client)	0 days	3/6/2013	3/6/2013
Bug Fixes/Issue ReSolution	2 days	3/7/2013	3/8/2013
Conduct MDEX and Latitude Studio Performance Testing	2 days	3/11/2013	3/12/2013
Knowledge transfer	2 days	3/13/2013	3/14/2013
Update documentation	1 day	3/15/2013	3/15/2013

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SOFTWARE LICENSE**

BDSI shall provide NH DHHS with Oracle owned Software (OEID) for the purposes of this Project under the terms and conditions of the Statewide Oracle Agreement as set forth below. BDSI shall configure the OEID Software to meet the State's requirements pursuant to the terms of RFP 2013-005 and this Contract.

1. LICENSE GRANT

The License/Warranty and Services provisions for the **Oracle Endeca Information Discovery Software** shall be those as set forth in the Software License and Services Agreement between State of New Hampshire and Oracle USA, Inc., dated February 22, 1996 ("Agreement," Oracle Agreement Name "SLSA-27315-22FEB-96") as amended, and further extended by "Amendment Fifteen" dated July 1, 2012. *See* Exhibit C – Special Provisions.

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, BDSI hereby grants to the State license consistent with the terms of the Agreement (SLSA-27315-22FEB-96) as set forth in Exhibit C.

2. SOFTWARE AND DOCUMENTATION COPIES

BDSI shall provide the State with six (6) hard copy versions of the Custom Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Custom Software configured by BDSI and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the BDSI on such copies.

3. RESTRICTIONS

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

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

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Oracle Endeca Information Discovery Software, and its associated Documentation, shall remain with Oracle, Inc. Title, right and interest (including all ownership and intellectual property rights) in the Custom Software developed and implemented by BDSI shall remain with the State.

5. VIRUSES

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

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

6. AUDIT

The terms and circumstances of an audit shall be those as set forth in the Software License and Services Agreement between State of New Hampshire and Oracle USA, Inc., dated February 22, 1996 ("Agreement," Oracle Agreement Name "SLSA-27315-22FEB-96") as amended, and further extended by "Amendment Fifteen" dated July 1, 2012. See Exhibit C – Special Provisions.

7. SOFTWARE NON-INFRINGEMENT

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

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

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

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

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

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The terms and conditions regarding Oracle Inc., Software non-infringement shall be those as set forth in the Software License and Services Agreement between State of New Hampshire and Oracle USA, Inc., dated February 22, 1996 (“Agreement,” Oracle Agreement Name “SLSA-27315-22FEB-96”) as amended, and further extended by “Amendment Fifteen” dated July 1, 2012. See Exhibit C – Special Provisions.

8. SOFTWARE ESCROW

8.1 BDSI represents and warrants that all source code, scripts and binaries for the Custom Software licensed to the State under the Contract, as well as the Documentation for such Custom Software, and developer comments to the source code for the Custom Software (the “Deposit Materials”) have been deposited in the Harvest System (Source Management System) as required by this Contract. Future Deposit Materials for major version releases (e.g., X.y.z) of the Custom Software not otherwise delivered to the State Licensee as source code shall be deposited in the Harvest account with the delivery of fixes and patches during the warranty period.

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

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WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Services

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

1.2 Software

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

For any breach of the above Support and Maintenance warranty, the State's remedy, and BDSI's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if BDSI cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to BDSI for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient Services, or (c) if BDSI cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to BDSI for the Deficient Services.

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

1.6 Services

BDSI warrants that all Services to provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that

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Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 Personnel

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

1.8 Breach of Data

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

2. WARRANTY SERVICES

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

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract; BDSI shall maintain and support the System in all material respects as described in the applicable Contract and System Documentation for one (1) year of maintenance during the Warranty Period as defined in Exhibit K.
- 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. BDSI shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
 - Class A Deficiencies - BDSI shall have available to the State on-call telephone assistance, with issue tracking available to the State, during normal business operations (i.e., Monday through Friday – 8am to 5 pm) with an email / telephone response within two (2) hours of request; or BDSI shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;
 - Class B & C Deficiencies –The State shall notify BDSI of such Deficiencies during regular business hours and BDSI shall respond back within eight (8) hours of notification of planned corrective action;
- d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- e. For all Warranty Service calls, BDSI shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action

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- 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.** BDSI 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 BDSI no later than 30 calendar business days, unless specifically extended in writing by the State, and at no additional cost to the State.
 - h.** BDSI will not be responsible for maintenance or support for Software developed or modified by the State

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

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

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance after the UAT for the final Iteration (Iteration 3) and extend for a period of ninety (90) days.

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SERVICE DELIVERY TRANSFORMATION- DATA REPOSITORY PROJECT
CONTRACT 2013-005 - PART 3
EXHIBIT L
TRAINING SERVICES**

BDSI shall provide the following Training Services:

A. TRAINING

All courses are to be offered on-line (Public Training) in New Hampshire and shall be available for up to four (4) students. Following the provision of classes, access to on-line course materials shall be provided for thirty (30) days through the online training library to the extent that it is available. Onsite Training shall be in New Hampshire and shall be available for multiple students.

1. Delivery Method -Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State's employees will need to succeed in their job role with BDSI. From in-class demonstrations led by experienced BDSI instructors, to realistic hands-on labs, Instructor-Led In Class courses provide a dynamic learning environment.

This instruction is targeted to train the group of Users defined as Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

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

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

b. Key activities of the approach are highlighted below:

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

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EXHIBIT L
TRAINING SERVICES**

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

c. Key User Training Approach Activities

1) Identify State End Users

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

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

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

User Category 3 – Technical Users: Technical Users include functional and technical analysts. They shall be trained on the Software on the basis of assignments, and may include navigation training and module overview/orientation courseware, functional (modules/business process) training, and configuration.

2) Develop Training Plan

The BDSI Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new

**STATE OF NEW HAMPSHIRE
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CONTRACT 2013-005 - PART 3
EXHIBIT L
TRAINING SERVICES**

hires and transfers, and 5) implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

3) Develop Training Curriculum

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

4) Produce Training Materials and End-User Documentation

The BDSI team shall lead the efforts to produce the training materials and end-user Documentation.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SERVICE DELIVERY TRANSFORMATION- DATA REPOSITORY PROJECT
CONTRACT 2013-005 - PART 3
EXHIBIT M
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES RFP 2013-005 (WITH
ADDENDA) INCORPORATED

New Hampshire Department of Health and Human Services RFP 2013-005 with all included addenda and attachments, is incorporated by reference as if fully set forth herein.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SERVICE DELIVERY TRANSFORMATION- DATA REPOSITORY PROJECT
CONTRACT 2013-005 - PART 3
EXHIBIT N

Exhibit N – Not Used

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2013 – 005 Exhibit N-Contractor Proposal by Reference

Initial All Pages:

Contractor's Initials TS

Exhibit N

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10/4/2012

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SERVICE DELIVERY TRANSFORMATION- DATA REPOSITORY PROJECT
CONTRACT 2013-005 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A.** Contractor's Certificate of Vote/Authority
- B.** Contractor's Certificate of Good Standing
- C.** Contractor's Certificate of Insurance
- D.** Department of Health and Human Service Required Documents:
 - i. Standard Certification Regarding Drug-Free Workplace Requirements
 - ii. Standard Certification Regarding Lobbying
 - iii. Standard Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - iv. Standard Certification Regarding The Americans with Disabilities Act Compliance
 - v. Standard Certification Regarding Environmental Tobacco Smoke
 - vi. Standard Health Insurance Portability and Accountability Act Business Associate Agreement
 - vii. Standard Certification Regarding the Federal Funding Accountability and Transparency (FFATA) Compliance
 - viii. Standard Computer Use Agreement
- E.** Oracle Agreement Name "SLSA-27315-22FEB-96"

10/17/2012

NH Department of Health and Human Services

EXHIBIT O – Attachment D (i)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

From: Oct 17 2012 To: SEPT 30 2013
 (Contractor Name) (Period Covered by this Certification)

Tim STANLEY, PRESIDENT
 (Name & Title of Authorized Contractor Representative)

[Signature] _____
 (Contractor Representative Signature) (Date)

TS

10/04/2012

NH Department of Health and Human Services

EXHIBIT O – Attachment D (ii)

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

*Transitional Aid to Needy Families under Title IV-A

*Child Support Enforcement Program under Title IV-D

*Job Opportunities and Basic Skills Program under Title IV-F

*The Food Stamp Program under Title VII

*Social Services Block Grant Program, Title XX

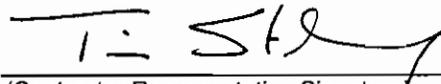
*Medicaid Program under Title XIX

Contract Period: October 17, 2012 through September 30, 2013

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

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

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



(Contractor Representative Signature)

Tim Stanley, PRESIDENT

(Authorized Contractor Representative Name & Title)

BROADSTREET DATA SOLUTIONS INC.

(Contractor Name)

OCT 04 2012

(Date)

NH Department of Health and Human Services

EXHIBIT O – Attachment D (iii)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

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10/07/2012

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

TS
(Contractor Representative Signature)

Tim STAXEN, PRESIDENT
(Authorized Contractor Representative Name & Title)

BROADSTREET DATA SOLUTIONS INC.
(Contractor Name)

OCT 04 2012
(Date)

TS
10/04/2012

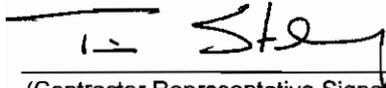
NH Department of Health and Human Services

EXHIBIT O – Attachment D (iv)

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

PRESIDENT, TIM STANLEY
(Authorized Contractor Representative Name & Title)

BROADSTREET DATA SOLUTIONS INC
(Contractor Name)

OCT 04 2012
(Date)



10/04/2012

NH Department of Health and Human Services

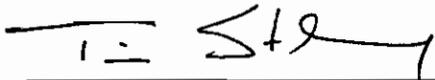
EXHIBIT O – Attachment D (v)

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



(Contractor Representative Signature)

TIM STANLEY, PRESIDENT

(Authorized Contractor Representative Name & Title)

BROADSTREET DATA SOLUTIONS INC

(Contractor Name)

OCT 04 2012

(Date)

TS

10/04/2012

NH Department of Health and Human Services

EXHIBIT O – Attachment D (vi)

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2)

Use and Disclosure of Protected Health Information

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

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

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

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

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

(3)

Obligations and Activities of Business Associate

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

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

TS

10/04/2012

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

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

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

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

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

TS

10/04/2012

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit ^{"O" TS} Attachment D (vi) ^{"TS"}

NH DHHS

BROADSHEET DATA SOLUTIONS INC

State of New Hampshire Agency Name

Contractor Name

William A. Tompos

Tim Stanley

Signature of Authorized Representative

Contractor Representative Signature

Nicholas A. Tompos

Tim STANLEY

Authorized DHHS Representative Name

Authorized Contractor Representative Name

Commissioner

PRESIDENT

Authorized DHHS Representative Title

Authorized Contractor Representative Title

10/8/12

OCT 04 2012

Date

Date

NH Department of Health and Human Services

EXHIBIT O – Attachment D (vii)

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

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

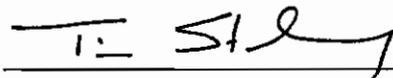
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Tim Stanley, PRESIDENT

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

BROAD STREET DATA SOLUTIONS INC.

OCT 04 2012

(Contractor Name)

(Date)

Contractor initials: TS

Date: 10/04/2012

Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT "0" TS Oct 4 2012

FORM A

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

1. The DUNS number for your entity is: 247 874 444

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

NO YES

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

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

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

NO YES

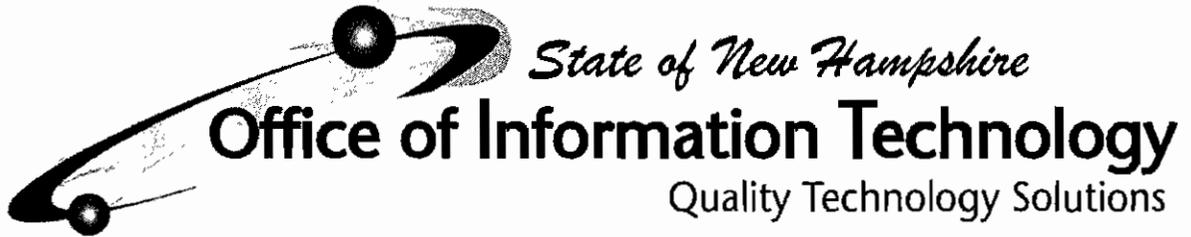
If the answer to #3 above is YES, stop here

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

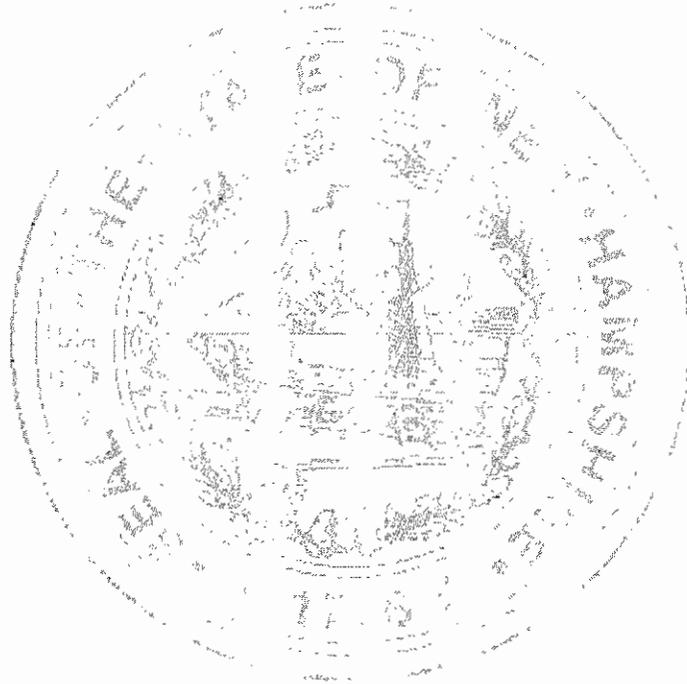
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Contractor initials: TS
Date: 10/04/2012
Page # 2 of Page # 2



COMPUTER USE AGREEMENT



July 22, 2004
Version 10.00

TS
10/04/2012

EXHIBIT O – Attachment D (viii)

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EXHIBIT O – Attachment D (viii)

1 PURPOSE

The purpose of this document is to establish a common and uniform agreement for all State of New Hampshire agencies and using entities regarding use of State computers, systems, and networks. For the purpose of this document, the term “agency” refers to any functioning entity of the government of the State of New Hampshire and its allied functions.

1.1 Authorized User

This Computer Use Agreement covers the following Authorized Users:

- Full or part-time employees of the State of New Hampshire
- Volunteers and interns who are authorized to use State of New Hampshire resources.
- State of New Hampshire contractors or individuals who are associated with the State who are authorized to use State of New Hampshire resources.

1.2 Computer Use Agreement Information

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE NETWORK AND COMPUTER EQUIPMENT.

1.3 Computer Use Agreement

This document includes information on the following:

- **COMPUTER USE**
- **E-MAIL USE**
- **INTERNET/INTRANET USE**
- **CONFIDENTIAL AND NON-DISCLOSURE INFORMATION USE**

2 ACKNOWLEDGEMENT

YOUR SIGNATURE AND INITIALS ARE REQUIRED AT THE END OF THIS DOCUMENT TO ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT.

3 COMPUTER USE

The network and computer equipment are State of New Hampshire property and are to be used for State business purposes only.

3.1 Computer Use Description

In consideration for the privilege of accessing and using the computer facilities, network, licensed or development software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter “Information”), the Authorized User understands and agrees to the following rules:

1. Numerous security and privacy regulations, both state and federal apply to client and business information contained in all State of New Hampshire’s information systems. Every Authorized User has responsibility to ensure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification or disclosure.

EXHIBIT O – Attachment D (viii)

2. Any person or any use not specifically known by the Authorized User as being authorized to access or use Information shall be promptly reported to the appropriate Supervisor.
3. Information shall be used solely for the purpose of 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.
4. At no time shall an Authorized User knowingly access or attempt to access any Information without having the express authority to do so.
5. At no time shall an Authorized User access or attempt to access any Information in a manner inconsistent with approved policies, procedures and/or agreements relating to system entry/access.
6. All Information developed while on the job utilizing State facilities or resources shall be the exclusive property of the State of New Hampshire.
7. All software licensed, developed or being evaluated by the State shall not be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented or sold, and at all times the Authorized User shall use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State.
8. Only equipment or software owned, licensed or being evaluated by the State shall be used by an Authorized User. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
9. At no time shall the Authorized User's share or permit use of computer password(s) or premises access card by any other person.
10. At no time shall an Authorized User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
11. Authorized User shall report any and all violations of this policy to the appropriate supervisor promptly upon learning of such violation.

If an Authorized User's use of the network or computer system appears to be inappropriate or excessive, the appropriate technical support personnel will notify the appropriate immediate supervisor.

4 E-MAIL USE

E-Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. E-Mail is defined as "internal E-Mail systems" or "state-funded E-Mail systems".)

4.1 E-Mail Use Description

The State provides E-Mail service to support open communications and to exchange information. E-Mail is not encrypted and is not secure. Correspondence via the State of New Hampshire's E-Mail has no guarantee of personal privacy.

4.2 E-Mail may be used for:

- The equivalent of letters sent on official letterhead. However, the guiding principles should be relevance, brevity, and clarity and all E-mails shall be written in a professional and courteous tone.
 - If an Authorized User cannot immediately respond satisfactorily, the Authorized User should send an acknowledgement.

EXHIBIT O – Attachment D (viii)

- Authorized Users must have approval from Agency/Office/Division head before sending out a global or broadcasting mailings (e.g., All DOT Employees, Everyone SOPS_Brown)

NOTE:

This policy shall not prevent E-Mail communications from members of the State Employees Association made pursuant to Article 3.3.1 of the Collective Bargaining Agreement. Article 3.3.1 permits use of the State's E-Mail systems for "internal Association business, provided that said mailings are clearly identified as the property of the Association." Any such communications may be made only if they adhere to the subject limitation, and are defined as Association property.

4.3 E-Mail shall not be used for:

The Authorized User understands and agrees that e-mail shall not contain or be used for:

1. Any unlawful purpose.
2. Material that may be viewed as insulting, demeaning, harassing or threatening (including sexual harassment).
3. Distribution of pornographic or obscene materials.
4. Profane or abusive language.
5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, language, images, that might constitute intimidating, hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial purposes.
8. Invasion of the privacy of others.
9. Any use that compromises the integrity of the systems, network, other network users, or any interruption or disruption of services or equipment.
10. Any use that reflects poorly on a State entity or the State of New Hampshire.
11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but not limited to: preparation and planning activities; research, and other background work that is intended at the time performed, to influence the approval, modification or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Commissioner or their designee.
12. Misrepresentation of the Authorized User's identity, including using another's Authorized User ID and password.

Technical support personnel shall not review the content of an Authorized User's communications out of personal curiosity or at the behest of another without the required authorization. Authorized Users shall not intercept, disclose or assist in intercepting or disclosing any electronic communications, accept as authorized by this policy.

Authorized Users shall move important information from E-Mail message files to shared folders and drives to ensure proper backup. Messages no longer needed shall be purged periodically from personal storage areas. Technical support personnel shall monitor storage usage and advise when limits are approaching storage limits or have been reached and purging is required.

EXHIBIT O – Attachment D (viii)

If an employee's use of the E-Mail system appears to be inappropriate or excessive, the appropriate technical support personnel will notify the employee's immediate supervisor.

5 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

5.1 Internet/Intranet Use Description

Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.

Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.

5.2 Internet/Intranet may be used for:

- Communications with other State and Federal agencies and the general public.
- Communication of Information related to professional development or to maintain currency on topics of agency interest.
- Announcement of new laws, rules or regulations.
- Encouraging collaborative projects and sharing of resources.
- Fostering innovation and competitiveness within New Hampshire.
- Software for browsing is provided to Authorized Users for state related business use only.
- Personal use that conforms to restrictions outlined below and is limited to personal time.

5.3 Internet/Intranet shall not be used for:

The Authorized User understands and agrees that the Internet/Intranet shall not be used for:

1. Chat rooms, interactive games, and personal message boards.
2. Downloading graphics, sound files, video clips or other files for personal use.
3. Access to or the distribution of pornographic or obscene materials.
4. Any thing that interrupts or disrupts other network Authorized Users, services, or equipment.
5. Violations of the privacy of other Authorized Users or their data.
6. Intentional copying of any software, program(s), or data without a prior, good faith determination that such copying is permissible. (Efforts to obtain permission shall be documented.)
7. Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User.
8. Intentionally developing programs designed to harass users or to infiltrate a computer or computing system and/or damage or alter the software components of same.
9. Fund raising or public relations activities not specifically related to State business.
10. Any purpose not directly related to the mission or intent of the agency.

If an employee's use of the Internet/Intranet appears to be inappropriate or excessive, the appropriate technical support personnel will notify the employee's immediate supervisor.

EXHIBIT O – Attachment D (viii)

6 CONFIDENTIAL AND NON DISCLOSURE USE

State of New Hampshire's Information shall be classified as "Confidential" unless otherwise specified and shall be protected from unauthorized disclosure.

Under no circumstances shall an Authorized User disclose to the public, or to any other individual, any confidential information pertaining to the offices or departments serviced by the Office of Information Technology.

7 ACCOUNTABILITY

All Authorized Users of the State of New Hampshire shall adhere to this Computer Use Agreement.

The State of New Hampshire and its agencies reserve the right to monitor, to check system performance to ensure computers, systems, and networks are used properly and to restrict activity on the network as appropriate. Individual Authorized Users may not have a personal expectation of privacy for any information they create or receive utilizing State of New Hampshire's IT resources.

The Authorized User shall be cognizant of the fact that the same laws, regulations, and requirements regarding protection, withholding, and disclosure requirements of the *Freedom of Information, Privacy and Federal Records Acts* cover federal government electronic records, including E-Mail.

In the event there is a question, each Authorized User shall check with supervisors or designated management individual to determine whether particular information is classified as confidential.

Each Supervisor or designated management individual is to provide Authorized Users with instruction on maintaining the security of records and the proper release of information in records.

Violations may result in the loss of computer privileges, the institution of appropriate disciplinary proceedings, which may include a reprimand, suspension, termination from employment, a civil claim for damages or a criminal prosecution under the relevant state and federal laws including New Hampshire RSA 638.17, et seq., <http://www.gencourt.state.nh.us/rsa/html/lxii/638/638-17.htm> relating to the prosecution of computer crime.

It is the responsibility of each agency to enforce all policies contained in this Computer Use Agreement.

EXHIBIT O
ATTACHMENT-E

Brian Fadale
302-421-8337
Adv. Serv. Rep.

DIVISION OF PLANT AND PROPERTY MANAGEMENT
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 1/18/96

FROM: ADMINISTRATOR, BUREAU OF PURCHASE & PROPERTY

TO: COMMISSIONER, ADMINISTRATIVE SERVICES

PERMISSION IS HEREBY REQUESTED TO WAIVE COMPETITIVE BIDDING IN CONNECTION WITH THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT, AS FOLLOWS:

PRICING AGREEMENT WITH ORACLE DIRECT FOR SOFTWARE
SUPPORT AND CONSULTING SERVICES

THIS IS FOR 12 MONTH PERIOD WITH THE OPTION TO RENEW
ADDITIONAL 12 MONTH PERIODS

UNIT PRICE:

POSSIBLE
MINIMUM
TOTAL PRICE: \$ 100,000.00
MAXIMUM
300,000.00

VENDOR: ORACLE

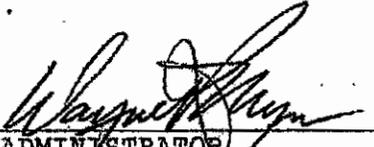
FOR ACCOUNT: ALL AGENCIES

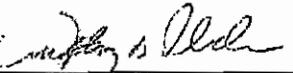
REQUISITION: ALL

EXPLANATION: THIS IS MANUFACTURER DIRECT FOR GSA & EDUCATIONAL PRICING.
THIS IS THE BEST PRICE AVAILABLE.

THE ONLY EXCEPTION WOULD BE IF WE REQUIRE THE SOFTWARE TO
BE BUNDLED WITH A MANUFACTURER DIRECT HARDWARE VENDOR TO
ACHIEVE A TOTAL TURNKEY SOLUTION. THIS COULD BE ADD-ON TO
EXISTING SYSTEM AND NEW INSTALLATION.

SUBMITTED BY: 
JOHN BAIN/db
PURCHASING AGENT

RECOMMENDED BY: 
WAYNE R. MYER, ADMINISTRATOR
BUREAU OF PURCHASE & PROPERTY

APPROVED BY: 
ANTHONY B. URBAN, DIRECTOR
PLANT & PROPERTY MANAGEMENT

APPROVED BY: 
PATRICK DUFFEY, COMMISSIONER
ADMINISTRATIVE SERVICES

THIS REQUEST IS MADE IN CONFORMITY WITH RSA 21-i:11 IV, RELATING TO
EXCEPTIONS TO COMPETITIVE BIDDING.

VS

ORACLE

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "Agreement") is between Oracle Corporation with its principal place of business at 500 Oracle Parkway, Redwood City, CA 94065 ("Oracle") and The State of New Hampshire (legal name) with its principal place of business at _____ ("Customer"). The terms of this Agreement shall apply to each Program license granted and to all services provided by Oracle under this Agreement. When completed and executed by both parties, an Order Form shall evidence the Program licenses granted and the services to be provided.

I. DEFINITIONS

- 1.1. "Program" shall mean the computer software in object code form owned or distributed by Oracle for which Customer is granted a license pursuant to this Agreement; the media; the user guides and manuals for use of the software ("Documentation"); and Updates.
- 1.2. "Order Form" shall mean the document by which Customer orders Program licenses and services, and which is agreed to by the parties. The Order Form shall reference the Effective Date of this Agreement.
- 1.3. "Price List" shall mean Oracle's applicable standard commercial fee schedule that is in effect when a Program license or any other product or service is ordered by Customer.
- 1.4. "Designated System" shall mean the computer hardware and operating system designated on the relevant Order Form.
- 1.5. "Supported Program License" shall mean a Program license for which Customer has ordered Technical Support for the relevant time period. "Technical Support" shall mean Program support provided under Oracle's policies in effect on the date Technical Support is ordered.
- 1.6. "Commencement Date" shall mean the date on which the Programs are delivered by Oracle to Customer, or if no delivery is necessary, the Effective Date set forth on the relevant Order Form.
- 1.7. "Update" shall mean a subsequent release of the Program which is generally made available for Supported Program Licenses at no additional charge other than media and handling charges. Updates shall not include any release, option or future product which Oracle licenses separately.
- 1.8. "User" unless otherwise specified on the Order Form, shall mean an individual authorized by Customer to use specified Programs, regardless of whether the individual is actively using the Programs at any given time.
- 1.9. "Application Program" shall be a Program designated as application software by Oracle.
- 1.10. "Limited Production Program" shall be a Program which does not appear on the Price List or which is designated as Limited Production by Oracle.

II. PROGRAM LICENSE

2.1. Rights Granted

- A. Oracle grants to Customer a nonexclusive license to use the Programs Customer obtains under this Agreement, as follows:

- i. to use the Programs solely for Customer's own internal data processing operations on the Designated System or on a backup system if the Designated System is inoperative, up to any applicable maximum number of designated Users or other such limitation (if any). Customer may not relicense the Programs or use the Programs for third-party training, commercial time-sharing, rental or service bureau use;
- ii. to use the Documentation provided with the Programs in support of Customer's authorized use of the Programs;
- iii. to copy the Programs for archival or backup purposes; no other copies shall be made without Oracle's prior written consent. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. All archival and backup copies of the Programs are subject to the terms of this Agreement; and
- iv. to modify the Programs and combine them with other software products.

Customer shall not copy or use the Programs (including the Documentation) except as otherwise specified in this Agreement or an Order Form. Customer shall have the right to allow Customer's third party agents ("Agents") to use the Programs for Customer's internal use purposes so long as Customer ensures that Agents use the Programs in accordance with the terms of this Agreement.

- B. Customer agrees not to cause or permit the reverse engineering, disassembly or decompilation of the Programs.
- C. Oracle shall retain all title, copyright and other proprietary rights in the Programs. Customer does not acquire any rights, express or implied, in the Programs, other than those specified in this Agreement.
- D. To use a Program specified on an Order Form ("ordered Program"), Customer may need to use an ancillary Program embedded in or delivered with the ordered Program. The ancillary Program may be used only as described in the Order Form or Documentation for implementation of the ordered Program and for no other purpose. Customer shall have no right to use any other software program that may be delivered with ordered Programs.
- E. As an accommodation to Customer, Oracle may supply Customer with pre-production releases of Programs

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10/04/2012

(which may be labeled "Alpha" or "Beta"). These products are not suitable for production use.

2.2. Acceptance of Program

For each Program license for which delivery is required under this Agreement, Customer shall have a 15 day "Acceptance Period" beginning on the Commencement Date. During the Acceptance Period, Customer may cancel the license by giving written notice to Oracle and returning the Program in accordance with Section 4.5. Unless such cancellation notice is given, the license will be deemed accepted by Customer at the end of the Acceptance Period. If Customer is granted a right-to-copy license, subsequent copies shall be deemed accepted upon acceptance of the master copy.

2.3. Transfer and Assignment

A. Customer may transfer a Program license within its organization upon notice to Oracle; transfers are subject to the terms and fees specified in Oracle's transfer policy in effect at the time of the transfer.

B. Customer may not assign this Agreement to a third party (i.e., a legal entity separate from Customer) without the prior written consent of Oracle. Oracle shall not unreasonably withhold such consent.

2.4. Verification

At Oracle's written request, not more frequently than annually, Customer shall furnish Oracle with a signed certification (a) verifying that the Programs are being used pursuant to the provisions of this Agreement, including any User and other limitations; and (b) listing the locations, types and serial numbers of the Designated Systems on which the Programs are run.

Oracle may, at its expense, audit Customer's use of the Programs. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid fees to Oracle, Customer shall be invoiced for such underpaid fees based on the Price List in effect at the time the audit is completed; if the underpaid fees exceed 5% of the license fees paid, then Customer shall also pay Oracle's reasonable costs of conducting the audit. Audits shall be conducted no more than once annually.

III. TECHNICAL SERVICES

3.1. Technical Support Services

Technical Support services ordered by Customer will be provided under Oracle's Technical Support policies in effect on the date Technical Support is ordered, subject to the payment by Customer of the applicable fees. Reinstatement of lapsed Technical Support services is subject to Oracle's Technical Support reinstatement fees in effect on the date Technical Support is re-ordered. Customer may obtain Technical Support services for Limited Production Programs and pre-production releases of Programs on a time and materials basis.

3.2. Consulting and Training Services

Oracle will provide consulting and training services agreed to by the parties under the terms of this Agreement. All consulting services shall be billed on a time and materials basis unless the parties expressly agree otherwise in writ-

ing. Any consulting services acquired from Oracle shall be bid separately from the Program licenses, and Customer may acquire either Program licenses or consulting services without acquiring the other.

3.3. Incidental Expenses

For any on-site services requested by Customer, Customer shall reimburse Oracle for actual, reasonable travel and out-of-pocket expenses incurred.

IV. TERM AND TERMINATION

4.1. Term

If not otherwise specified on the Order Form, each Program license granted under this Agreement shall remain in effect perpetually unless the license or this Agreement is terminated as provided in Section 4.2 or 4.3.

4.2. Termination by Customer

Customer may terminate any Program license at any time; however, termination shall not relieve Customer's obligations specified in Section 4.4.

4.3. Termination by Oracle

Oracle may terminate this Agreement or any license upon written notice if Customer breaches this Agreement and fails to correct the breach within 90 days following written notice specifying the breach.

4.4. Effect of Termination

Termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under any Order Form or other similar ordering document under this Agreement. The parties' rights and obligations under Sections 2.1.B, 2.1.C, 2.1.D, and 2.3.B, and Articles IV, V, VI and VII shall survive termination of this Agreement.

4.5. Handling of Programs Upon Termination

If a license granted under this Agreement expires or otherwise terminates, Customer shall (a) cease using the applicable Programs, and (b) certify to Oracle within one month after expiration or termination that Customer has destroyed or has returned to Oracle the Programs and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Before returning Programs to Oracle, Customer shall acquire a Return Material Authorization ("RMA") number from Oracle.

V. INDEMNITY, WARRANTIES, REMEDIES

5.1. Infringement Indemnity

Oracle will defend and indemnify Customer against a claim that the Programs infringe a copyright or patent, provided that: (a) Customer notifies Oracle in writing within 30 days of the claim; (b) Oracle has sole control of the defense and all related settlement negotiations; and (c) Customer provides Oracle with the assistance, information and authority necessary to perform Oracle's obligations under this Section. Reasonable out-of-pocket expenses incurred by Customer in providing such assistance will be reimbursed by Oracle. Oracle shall have no liability for any claim of infringement based on use of a superseded or altered release of Programs if the infringement would have been

avoided by the use of a current unaltered release of the Programs which Oracle provides to Customer.

In the event the Programs are held or are believed by Oracle to infringe, Oracle shall have the option, at its expense, to (a) modify the Programs to be noninfringing; (b) obtain for Customer a license to continue using the Programs; or (c) terminate the license for the infringing Programs and refund the license fees paid for those Programs, prorated over a five year term from the Commencement Date. This Section 5.1 states Oracle's entire liability and Customer's exclusive remedy for infringement.

5.2. Warranties and Disclaimers

A. Program Warranty

Oracle warrants for a period of one year from the Commencement Date that each unmodified Program for which Customer has a Supported Program License will perform the functions described in the Documentation.

B. Media Warranty

Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 days from the Commencement Date.

C. Services Warranty

Oracle warrants that its Technical Support and consulting services will be performed consistent with generally accepted industry standards. This warranty shall be valid for 90 days from performance of service.

D. Disclaimers

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Oracle does not warrant that the Programs will meet Client's requirements, that the Programs will operate in the combinations which Client may select for use, that the operation of the Programs will be uninterrupted or error-free, or that all Program errors will be corrected. Limited Production Programs, pre-production releases of Programs, and computer-based training products are distributed "as is."

5.3. Exclusive Remedies

For any breach of the warranties contained in Section 5.2, Customer's exclusive remedy, and Oracle's entire liability, shall be:

A. For Programs

The correction of Program errors that cause breach of the warranty, or if Oracle is unable to make the Program operate as warranted, Customer shall be entitled to recover the fees paid to Oracle for the Program license.

B. For Media

The replacement of defective media returned within 90 days of the Commencement Date.

C. For Services

The reperformance of the services, or if Oracle is unable to perform the services as warranted, Customer shall be entitled to recover the fees paid to Oracle for the unsatisfactory services.

VI. PAYMENT PROVISIONS

6.1. Invoicing and Payment

Invoices for payment of license fees shall be payable 30 days from the Commencement Date. Technical Support fees shall be payable annually in advance, net 30 days from the renewal date; such fees will be those in effect at the beginning of the period for which the fees are paid. All other applicable fees shall be payable 30 days from the invoice date, and shall be deemed overdue if they remain unpaid thereafter. Any amounts payable by Customer hereunder which remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid. Customer agrees to pay applicable media and shipping charges. Customer shall issue a purchase order, or alternative document acceptable to Oracle, on or before the Effective Date of the applicable Order Form.

6.2. Taxes

The fees listed in this Agreement do not include taxes; if Oracle is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted in this Agreement or on Customer's use of Programs or services, then such taxes shall be billed to and paid by Customer. This Section shall not apply to taxes based on Oracle's income.

VII. GENERAL TERMS

7.1. Nondisclosure

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Programs, the terms and pricing under this Agreement, and all information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. Customer shall not disclose the results of any benchmark tests of the Programs to any third party without Oracle's prior written approval.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree, that unless required by law, they shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

7.2. Governing Law

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, and shall be deemed to be executed in Redwood City, California.

7.3. Jurisdiction

Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in San Francisco or San Mateo County, California. Oracle and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

7.4. Notice

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the first address listed in the relevant Order Form (if to Customer) or to the Oracle address on the Order Form (if to Oracle).

To expedite order processing, Customer agrees that Oracle may treat documents faxed by Customer to Oracle as original documents; nevertheless, either party may require the other to exchange original signed documents.

7.5. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Oracle's liability for damages hereunder shall in no event exceed the amount of fees paid by Customer under this Agreement, and if such damages result from Customer's use of the Program or services, such liability shall be limited to fees paid for the relevant Program or services giving rise to the liability, provided over a five-year term from the Commencement Date of the applicable license or the date of performance of the applicable services.

The provisions of this Agreement allocate the risks between Oracle and Customer. Oracle's pricing reflects this allocation of risk and the limitation of liability specified herein.

7.6. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

7.7. Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Oracle's proprietary rights in the Programs, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

7.8. Export Administration

Customer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Programs nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

7.9. Relationship Between the Parties

Oracle is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

7.10. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

It is expressly agreed that the terms of this Agreement and any Order Form shall supersede the terms in any Customer purchase order or other ordering document. This Agreement shall also supersede the terms of any shrinkwrap or break-the-seal license agreement included in any package for Oracle-furnished software, except terms contained in such license agreement that grant specific use rights for the Programs.

The Effective Date of this Agreement shall be 2-22-96

Executed by Customer: _____

Authorized Signature: [Signature]

Name: PATRICK DUFFY

Title: COMMISSIONER

Executed by Oracle Corporation: _____

Authorized Signature: [Signature]

Name: Walter M. Blumberg

Title: Senior Corporate Counsel

Title: _____

ORACLE®

Oracle Corporation
500 Oracle Parkway
Redwood City, CA 94065
(415) 606-7000

Oracle is a registered trademark of Oracle Corporation.
18008-754

MBH

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10/04/2012

AMENDMENT ONE
to the
SOFTWARE LICENSE AND SERVICES AGREEMENT
between
ORACLE CORPORATION
and
STATE OF NEW HAMPSHIRE

This document ("Amendment One") shall amend the Software License and Services Agreement between Oracle Corporation ("Oracle") and the State of New Hampshire ("Customer") dated January ~~20~~ 1996 (the "Agreement").

Feb.

The parties hereby agree to amend the Agreement as follows:

1. Section 2.2. Acceptance of Program
Replace in the first sentence "15 day" with "30 day".

2. Section 6.2. Invoicing and Payment
Delete the third sentence.

3. Section 7.2. Governing Law
Replace this provision with the following:

"This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of New Hampshire."

4. Section 7.3. Jurisdiction
Delete this provision.

5. Section 7.5. Limitation of Liability
Replace the second sentence of the first paragraph with "Oracle's liability for damages hereunder shall in no event exceed the amount of one hundred thousand dollars (\$100,000) under each order form, prorated over a five-year term from the Commencement Date of the applicable license or the date of performance of the applicable services."

6. The following provisions are added to the Agreement as follows:

Section 7.11. Compliance by Oracle with Laws and Regulations
In connection with the performance of this Agreement, Oracle shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon Oracle, including, but not limited to civil rights and equal opportunity laws.

Section 7.12. Amendment
This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

Section 7.13. 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.

Section 7.14. Indemnification

Oracle shall defend, indemnify and hold harmless the Customer, its officers, employees, from and against any and all losses arising from Oracle's negligence performance of services under this Agreement while on the Customer's premises that result in personal injury, including death or tangible property damages, excluding data, files, software, and documentation, to the extent that such losses are not caused by the Customer. Nothing herein shall constitute a waiver of the sovereign immunity of the Customer, which immunity is hereby reserved to the Customer."

Section 8. Pricing

A. The pricing discounts listed below are valid for a twelve month period beginning on the Effective Date of the Agreement. Upon expiration of the 12 month period, the parties will develop new mutually-agreeable discounts, which may be implemented only by way of a written modification to this Agreement.

B. Upon receipt of an Order Form requesting products/services, Oracle shall provide the requested products/services at the fees listed within Oracle Corporation's U.S. Price List dated January, 1996 (unless noted otherwise herein) with discounts applied as set forth below. There will be no charge for standard Oracle shipment of Oracle Program licenses under this Agreement.

- Program Licenses (excluding Developer/2000, Designer/2000, Personal Oracle, Workgroup Server, Power Objects, Media Objects, and Mobil Agents): twenty five percent (25%) discount off of the list price set forth in Oracle Corporation's U.S. Price List dated January, 1996.
- Developer/2000, Designer/2000, Personal Oracle, Workgroup Server, Power Objects, Media Objects, and Mobil Agents: eight percent (8%) discount off of the list price set forth in Oracle Corporation's U.S. Price List dated January, 1996.
- Additional Program License Discounts:
 - For a single Order Form for Program licenses (excluding Technical Support fees) totaling one hundred thousand (\$100,000) to one hundred thirty thousand dollars (\$130,000), an additional three percent (3%) discount will be applied to the Order Form's list price based on Oracle Corporation's U.S. Price List dated January, 1996.
 - For a single Order Form for Program licenses (excluding Technical Support fees) totaling over one hundred thirty thousand dollars (\$130,000), an additional two percent (2%) will be applied to the Order Form's list price based on Oracle Corporation's U.S. Price List dated January, 1996.
- Volume Purchasing: upon expiration of a six month period beginning on the Agreement's Effective Date, if the total of all Program licenses ordered on all Order Forms during the six month period exceeds four hundred fifty thousand dollars (\$450,000), then the discount for Program licenses (excluding Developer/2000, Designer/2000, and Workgroup Table Products) increases, for the remainder of the Agreement's term, from 25% to twenty nine percent (29%). The "Additional Program License Discounts" described above would still apply.
- Technical Support: twenty five percent (25%) off of the list price set forth in Oracle Corporation's U.S. Price List dated January, 1996 for the desired Technical Support services.

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10/04/2012

C. For Consulting and Education Services, Oracle will provide the requested services at the rates set forth in Oracle's then-current GSA Schedule for individual orders up to \$50,000 (fifty thousand dollars). For orders over \$50,000, rates will be negotiated prior to commencement of services. A fifteen percent (15%) discount will be applied to Computer Based Training products.

Other than the above modifications and additions, the terms and conditions of the Agreement remain unchanged and in full force and effect.

The Effective Date of this Amendment One is January 22, 1996.
Jew

ORACLE CORPORATION

STATE OF NEW HAMPSHIRE

By: *[Signature]*

By: *[Signature]*

Name: *Haran M. Blumberg*

Name: PATRICK DUFFY

Senior Corporate Counsel

Title: COMMISSIONER

Title: _____

mbt

BUREAU OF PURCHASE & PROPERTY
REQUEST FOR CONTRACT EXTENSION

DATE: August 1, 2012

CONTRACT NO: 8000187
FOR: Oracle Software, Maintenance & Consulting Services
VENDOR: Oracle Corporation

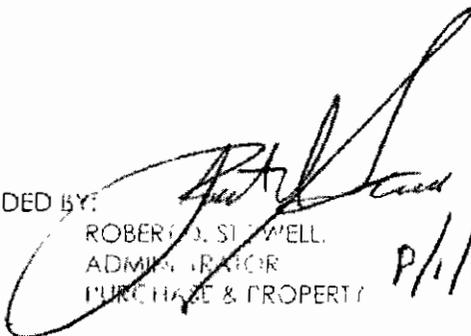
EXPLANATION

This is a request to extend the current contract with Oracle Corporation, the supplier of data base software for several State Agencies. This contract was waived from competitive bidding and the State has had a renewable license/pricing agreement with Oracle since February 1996 (see attachment of original waiver). The attached "Amendment Fifteen" from Oracle extends our contract through August 31, 2012 while we finalize the new contract Terms & Conditions.

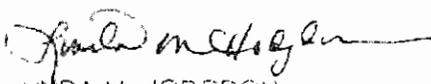
Attachments:

Amendment Fifteen for your signature.

PROPOSED BY: 
PAUL RHODES
PURCHASING AGENT,
PURCHASE & PROPERTY

RECOMMENDED BY: 
ROBERT J. STEWELL
ADMINISTRATOR
PURCHASE & PROPERTY P/1/12

ENDORSED BY: 
MICHAEL P. CONNOR
DIRECTOR,
PLANT & PROPERTY MGT.
8/2/12

APPROVED BY: 
LINDA M. HODGSON
COMMISSIONER
DEPT. OF ADM SERV

DATE APPROVED: 8/3/12

AMENDMENT FIFTEEN
to the
SOFTWARE LICENSE AND SERVICES AGREEMENT
between
ORACLE AMERICA, INC.
and
THE STATE OF NEW HAMPSHIRE

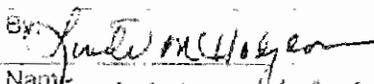
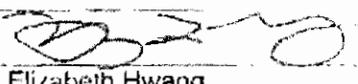
This Amendment Fifteen ("Amendment Fifteen") shall amend the Software License and Services Agreement as amended, between Oracle America, Inc., successor in interest to Oracle USA, Inc., ("Oracle") and the State of New Hampshire ("Customer"), dated February 22, 1996 ("Agreement," Oracle Agreement Name "SLSA-27315-22-FEB-96"). Should there be any inconsistencies between this Amendment Fifteen and the Agreement, this Amendment Fifteen shall take precedence.

The parties hereby agree to amend the Agreement as follows:

- 1 Term
The term of the Agreement shall be extended until August 31, 2012.
- 2 Pricing and Discounting Terms for Program Licenses and Technical Support
The pricing and discounting terms for program licenses and technical support as provided in Section 3 of Amendment Fourteen to the Agreement, dated December 1, 2011, are hereby extended until August 31, 2012.
- 3 License Definitions and Rules
The Oracle License Definition and Rules v110711 shall apply to all orders for licenses and technical support services listed on the Price Lists and acquired pursuant to the terms of this Amendment Fifteen. If, and when, the Price List is updated or replaced in the Agreement, the License Definitions and Rules shall also be updated in the Agreement to reflect List Price updates and/or the updated version of the License Definitions and Rules, and shall be incorporated into ordering document(s) placed under the terms of the Agreement.

Other than the amended terms set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Effective Date of this Amendment Fifteen shall be July 1, 2012.

STATE OF NEW HAMPSHIRE	ORACLE AMERICA, INC.
By: 	By: 
Name: Linda M. Holgren	Name: Elizabeth Hwang
Title: Commissioner	Title: Contracts Manager
Date: 8/3/12	Date: 7/30/12

TS
10/04/2012

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SERVICE DELIVERY TRANSFORMATION- DATA REPOSITORY PROJECT
DHHS - RFP 2013-005

Request For Proposal

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SERVICE DELIVERY TRANSFORMATION- DATA REPOSITORY PROJECT
RFP 2013-005

RFP ISSUED.....	March 8, 2012
VENDOR TELECONFERENCE.....	March 26, 2012, Noon ET
DIAL-IN INFORMATION TO BE PROVIDED	
STATE POINT of CONTACT.....	Grant Beckman DHHS-TransformationRFP@dhhs.state.nh.us 603-271-9393
CONTRACT TYPE.....	FIRM FIXED PRICE TOTAL PRICE NOT TO EXCEED \$1,000,000
PROPOSALS DUE.....	April 19, 2012, 3:00 PM

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SERVICE DELIVERY TRANSFORMATION- DATA REPOSITORY PROJECT
DHHS - RFP 2013-005**

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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SERVICE DELIVERY TRANSFORMATION- DATA REPOSITORY PROJECT
DHHS - RFP 2013-005**

1. INTRODUCTION

The State of New Hampshire, acting through the Department of Health and Human Services, is releasing this Request for Proposal (RFP) to procure a Data Repository and Analysis tool for the Department of Health and Human Services to support the Department's Service Delivery System Transformation initiative.

1.1 Contract Award

The State plans to execute a Firm Fixed Price (FFP) Not To Exceed contract as a result of this RFP. The total price of the contract shall not exceed \$1,000,000.

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 by June 2012, 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, 2013. The term may be extended up to 1 year ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement, up to but not beyond June 30, 2014.

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

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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 Project or High Level Statement of Work

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

- Installation and Configuration of a Data Repository and Analysis Tool
- Integration of the Data Repository to Selected State Information Systems
- Initial Population of Data into the Data Repository
- An Automated Process to Repopulate Data into the Data Repository
- Training of DHHS staff in the use and support of the Data Repository
- Assistance in the Analysis of the Data in the Data Repository

These Services are further detailed in Appendix C: *System Requirements and Deliverables, Attachment X; High Level Mandatory Requirements and Attachment Y: Detailed Business and Technical Requirements.*

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 Appendix H Section H-25: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions* of 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.

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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)	3/8/2012	4:00 PM ET
Vendor Inquiry Period begins (on or about)	3/16/2012	4:00 PM ET
Notification to the State of the number of representatives attending the Vendor Teleconference; see <i>General Instructions</i> (see Section 4.3)	3/16/2012	3:00 PM ET
Vendor Letter of Intent due to the State (see Section 4.4)- Mandatory	3/20/2012	3:00 PM ET
Vendor Teleconference	3/26/2012	12:00 PM ET
Vendor Inquiry Period ends (final inquiries due)	3/30/2012	3:00 PM ET
Final State responses to Vendor inquiries	4/9/12	3:00 PM ET
Final date for Proposal submission	4/19/2012	3:00 PM ET
Invitations for oral presentations	4/27/2012	4:00 PM ET
Vendor presentations/discussion sessions/interviews, if necessary	5/8/2012	TBD
Notification to Selected Vendor	5/9/2012	4:00 PM ET
Anticipated Governor and Council approval	June 2012	
Anticipated Notice to Proceed	June 2012	

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3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.1 Software

The State seeks to acquire a Data Repository and Analysis tool for this Contract. Each Proposal must present Software Solution that can fully support the required functionality listed in Appendix C: *System Requirements and Deliverables, Attachment X; High Level Mandatory Requirements and Attachment Y: Detailed Business and Technical Requirements.*

3.2 Requirements

3.2.1 Appendix B: *Minimum standards for Proposal Consideration.*

3.2.2 Appendix C: *System Requirements and Deliverables*

3.2.3 Appendix D: *Topics for Mandatory Narrative Responses for Proposed Solution, and technical, Services and Project Management experience.*

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.

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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, no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Concord, New Hampshire 03301
Care of Grant Beckman, Department of Health and Human Services**

Cartons containing Proposals must be clearly marked as follows:

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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 ADMINISTRATIVE 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 **only one (1)** Proposal in response to this RFP.

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

- a. One (1) original and six (6) clearly identified copies of the Proposal, including all required attachments,
- b. One (1) *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 or other electronic transportable media in Microsoft WORD format.
- d. One (1) electronic copy on CD ROM or other electronic transportable media of the Preliminary Project Work Plan in Microsoft PROJECT.

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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:

**Grant Beckman, Contract Administrator
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
Telephone: (603) 271- 9393
Email: DHHS-TransformationRFP@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.

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 presentation of a negotiated contract with successful bidder to Governor and Executive Council, 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.

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4.3 Vendor Conference

A Vendor Teleconference will be held on the date and at the time identified in Section 2: *Schedule of Events*:

Further information will be provided to Vendors who notify the State of their intention to attend the Teleconference.

All Vendors who intend to submit Proposals are highly encouraged to attend the Vendor Teleconference. 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 submit questions before and after the Teleconference 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 Teleconference. 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 Teleconference.

4.4 Letter of Intent to Bid - Mandatory

Vendors are required to document their intent to bid by submitting a Letter of Intent (LOI) to the RFP Point of Contact, Grant Beckman. The LOI can be sent electronically or by carrier (US Mail, Federal Express or UPS) and the deadline is listed in Section 2: *Schedule of Events*. The LOI should include the Vendor's primary point of contact (including their phone number and email address) and State the Vendor's intent to bid. Letters should be no more than 1 page, 12pt font, 1" margins. Proposals submitted by Vendors who did not submit a Letter of Intent shall not be considered.

4.5 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.

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4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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 Software Solution is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

4.13 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

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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.

4.14 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.

4.15 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 Software Solution and provide the associated analysis, design and implementation services. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors will be requested to provide demonstrations of their proposed Software Solution as part of their presentations.

4.16 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* herein and Attachment D: *DHHS Standard Exhibits*, 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.

4.17 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.

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4.18 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 - **required in original Proposal only**
- **Section IX:** This optional section is provided for additional materials referenced in Vendor's Proposal

4.19 Proposal Content

4.19.1 Cover Page

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

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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.

4.19.2 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

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State of New Hampshire Proposal Transmittal Form Letter

Company Name BROADSTREET DATA SOLUTIONS AMERICA INC.
Address 260 PEACHTREE ST. NORTH WEST, SUITE 2200
ATLANTA, GA 30303

To: State of New Hampshire, Department of Administrative Services, Bureau of Purchase and Property
25 Capitol Street, Concord, New Hampshire 03301

Point of Contact: Grant Beckman, Department of Health and Human Services
Telephone (603) 271- 9393 Email: DHHS-TransformationRFP@dhhs.state.nh.us

RE: Proposal Invitation Name: Service Delivery System Transformation – Data Repository, Analysis, Design and Planning Project
Proposal Number: 2013-005
Proposal Due Date and Time: April 19, 2012 at 3:00 PM ET

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH DHHS 2013-005 Service Delivery Transformation-Data Repository Project 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 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, 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 2013-005 and any subsequent signed Addendum.

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Our official point of contact is

Title _____

Telephone _____,

Email _____

Authorized Signature Printed

Authorized Signature

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4.19.3 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.

4.19.4 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.

4.19.5 Section II: Glossary of Terms and Abbreviations

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

4.19.6 Section III: Responses to System Requirements and Deliverables

System requirements are provided in Appendix C: *System Requirements and Deliverables*, Attachment X: *High Level Mandatory Requirements* and Attachment Y: *Detailed Business and Technical Requirements*.

Using the response tables in Appendix C and Attachment Y, and a statement that all Attachment X Requirements are met, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

4.19.7 Section IV: Narrative Responses

Section IV solicits narrative responses describing the Proposed Solution and the Vendor's Technical, Services and Project Management Experience defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different topics of the Proposal.

4.19.8 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*.

4.19.9 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-

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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.

4.19.10 Section VII: Cost Proposal

The Cost Proposal (a.k.a Price Proposal) is described in Appendix F: Pricing Worksheets. Vendor shall complete Tables F-1 through F-5 in Attachment F: Pricing Worksheets in order to submit a valid Cost Proposal.

4.19.11 Section VIII: Copy of the RFP and any signed Addendum

Required in original Proposal only

4.19.12 Section IX

This optional section is provided for additional materials referenced in Vendor's Proposal, such as product specifications, product literature, sample project plans, sample project status reports, etc.

4.20 List of Proposal Document to be Submitted by Vendor

A list of documents to be included in Vendor's Proposal is included in Appendix I: Summary of Proposal Documents to be Submitted by Vendor.

4.21 List of RFP Attachments

A list of the Attachments to this RFP is included in Appendix J: Supporting Documentation.

Remainder of this page intentionally left blank

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

Each Proposal will be evaluated and considered with regard to the Software 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 five (4) factors:

- 35 points - Proposed Solution;
- 25 points - Vendor's Technical, Service and Project Management Experience;
- 10 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.

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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 three (3) 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.

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5.4.1 Scoring of the Proposed Solution

The Vendor's Proposed Solution will be allocated a maximum score of **35** points. Vendor Proposed Solution shall be scored based on Vendor's overall understanding of State requirements and its ability and willingness to fulfill them. Vendor's Proposed Solution shall be primarily scored based on Vendor's response to guidance provided in Appendix D-1: Proposed Solution.

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

Vendor's Technical, Services and Project Management Experience will be allocated a maximum score of **25** points. It shall be scored based on Vendor's response to guidance provided in Appendix D-2: Technical, Services and Project Management Experience.

5.4.3 Scoring of Vendor Company and Staffing Qualifications

Vendor qualifications (including any Subcontractors) will be allocated a maximum score of **10** points. It shall be scored based on Vendor's response to guidance provided in Appendix E: *Standards for Describing Vendor Qualifications*.

5.4.4 Scoring the Proposed Solution Cost

Vendor proposed cost will be allocated a maximum score of **30** points. Costs include Hardware, Software, Services, Training and Post-Deployment Consultative Services as a Firm Fixed Price. The total cost for the Project shall not exceed \$1,000,000.

Five (5) year ongoing recurring costs will also be evaluated.

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APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Health and Human Services

The Department of Health and Human Services (DHHS) is responsible for administering all of the State's health and human services programs, including Medicaid, TANF, SNAP, Children, Youth and Families, Elderly and Adult Services and Public Health. It operates the State's only inpatient psychiatric hospital, psychiatric nursing home and juvenile detention center.

The mission of the Department of Health and Human Services is to join communities and families in providing opportunities for citizens to achieve health and independence.

New Hampshire's Human Service Delivery System

DHHS' human service delivery system is complex, lacks an ability to assure coordination, and could be more focused on client needs. At minimum, five separate organizational areas or divisions within the Department provide services that support a mission to help families and individuals achieve greater health and independence in various stages of their lives. The divisions are typically organized and funded based on state and/or federal regulations and services are designed mainly by funding source. Most services are funded and delivered via contracts with vendors and organizations. Performance, payments, and other metrics are reported back to the division originating the request. Areas where little analytical support exists are largely human services related and provided through contracts or by vendor agreement. Human Service related activities and services include (not an all inclusive list):

- Community based prevention & intervention programs
- Family supports / resource & referral
- Education or Health promotion
- Employment support and job training
- Life Skill services that promote self sufficiency & independence
- Protective services for adults and children
- Out of home placements

Several databases across the Department hold considerable value to the individual divisions they serve but have little to no capacity for integration, and thus, limit maximizing financial and utilization analysis across the Department. Our Medicaid Management Information System (or MMIS) facilitates tracking, monitoring and analysis of medical cost and utilization data. However, we have little to no ability to track expense or utilization in areas of human services. Medicaid costs analysis can be conducted only after tedious and time-consuming data mining from at least four data sources within various Departmental programs. The DHHS seeks greater integration and management

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of client services within the medical/clinical care services system with the Care Management initiative. However, for a population to be truly healthy the services noted above, the social and human services needs of clients, are equally important. However, for human services, the Department has no consistent method or methodology to

- Track vendor outcomes
- Monitor individual client costs
- Assess population/client utilization of vendor services
- Integrate similar or complimentary services across programs
- Inform the Department on the return on investment for primary, secondary, and tertiary prevention services.

For example, two divisions issuing contracts that provide for non-Medicaid nutrition counseling or education do not uniformly track by individual client where they receive the service, costs associated with each encounter, or if there are other family members receiving a similar nutrition service from another division's service contract or health care provider. Therefore, the Department has limited ability to assess the "true value" of the services provided.

Prior Work

In 2009, the Commissioner of Health and Human Services began engaging stakeholders and community leaders in a dialogue about transforming the DHHS' service delivery system. He described an uncoordinated and fragmented services delivery system with an inability to assess its fiscal health and, as resources continued to be challenged, one that could not sustain itself over the long term. One of the presentations for these transformation dialogues is included in Attachment M: *Manchester Dialogue FINAL*.

To better illustrate the difficulty in tracking and measuring resources and service level information, the Department developed **RAD – Regional Assessment Database** - a data analysis tool that could illustrate the fragmentation and resource allocation.

RAD captured payment and contract data from seven Divisions from all major data sources (Medicaid, Bridges, New Heights, etc.) and represented 85% of our SFY2008 program expenditures. The project consisted of three parts:

- *Part 1: Payments* – all payments made including general fund/federal fund amounts, division making the payment, and payment source.
- *Part 2: Contracts* – all contracts issued during SFY08 including vendor name, primary service area, geographic location,
- *Part 3: Payment Projections* – a proposed model to determine future spend based on client need, vendor quality and compliance, funding availability.

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The information gleaned from the creation of RAD was extremely helpful when the Commissioner, at a series of community forums held throughout the state. He engaged the public in a dialogue centered on transforming the Service Delivery System by improving the Department's ability to measure client outcomes, provide seamless integration of services, and at the same time, meet the challenge of budget reductions and increasing caseload. RAD enabled the Department to graphically demonstrate 1) where we provide services; 2) how much is spent via contract and provider payments; and 3) the number of contracts issued to entities. At the same time, in developing and using RAD the following gaps and issues were identified:

- Multiple resources (human and time) were needed to maintain the RAD
- Data Integration needed to be conducted manually
- Data drawn from the various sources are categorized and reported many different ways
- Inaccuracies existed with what was reported in services delivered and what was budgeted for in contracts or program line items
- Duplication of information was highly likely with no ability to decipher how to resolve the discrepancy
- Contract information was not stored in a central data source
- Contracts may serve multiple service delivery systems and clients with multiple providers
- Client outcomes or client specific information was lacking

Work in Process

The Department seeks to design a new service delivery model of care that bridges client services gaps and fully integrates its non-Medicaid specific programs and services that lie within the Human Service area. Internal design work to achieve this has already begun. Any changes to the service delivery system are contingent upon the Department's ability to alter and improve the internal culture, processes, and policies necessary to successfully coordinate across programs.

Over the next several months, to be poised to achieve this kind of dramatic shift in a service delivery model the Department will:

- Assess current Department-wide resources and data on current programs to serve populations and clients
- Assess current culture, values and norms that will assist or detract from intra departmental coordination of services
- Develop a business process design with inter-divisional workgroups that are accountable for seamless and strategic integration of services.

Internal culture shifts and changing internal business processes will set the stage for policy and program shifts that are more client focused and less constrained by the silo approach to service delivery.

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Project Goals

The Department now seeks to address the above gaps and challenges by developing and implementing a software tool that provides a client-centered and integrated data management approach to:

- Analyze vendor performance based on population and client outcomes
- Provide a performance driven analysis of our current contracts
- Enable geo-mapping capacity assessing client utilization of services by region, vendor, and across multiple Departmental business units
- Assure efficient use of Departmental resources (funding, staff, etc)
- Enable evaluation of vendor performance
- Coordinate and integrate the services delivered based on client population needs
- Inform policy
- Track vendor capacity to meet the contract performance metrics and standards
- Provide greater level of financial accountability

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 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.

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- 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- 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 compliant with Appendix H: *State of New Hampshire Terms and Conditions*.
- d. Workers' Compensation: Vendor demonstrates compliance with or exemption from RSA 281-A (and if applicable, RSA 228:4b and RSA 21-l:80 and any other applicable laws or rules).

A-4 State Project Team

State high-level staffing for the Project will include:

A-4.1 State Project Sponsor

The Project Sponsor, **Mary Ann Cooney, Deputy Commissioner, Department of Health and Human Services**, will be responsible for securing financing and resources, addressing issues brought to her 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 Director

The State Project Director, **William Baggeroer, Chief Information Officer, Department of Health and Human Services**, will be responsible for providing overall Project leadership and shall be responsible for:

- Presenting status updates to the Steering Committee
- Presenting Deliverables to Steering Committee for approval

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- Promoting the Project internally
- Developing initial Project strategy and approach
- Ensuring that the Project is completed to the satisfaction of all parties and in a timely manner

A-4.3 State Project Manager

The State Project Manager (individual not yet identified) will be responsible for quality and timeliness of Deliverables, status reporting, and risk and issue management. The State Project Manager shall provide detailed Project leadership and shall be responsible for:

- The Project plan, Schedule, quality and timeliness of Deliverables, status reporting, risk and issue management.
- Managing significant issues and risks
- Ensuring Project meetings are Scheduled as needed and meeting minutes are documented as needed
- Ensuring sign-offs are required of all parties at each significant step of the project

The State Project Manger shall perform his/her duties in partnership with the Vendor's Project Manager who shares these Project management responsibilities.

A-4.4 Steering Committee

The Steering Committee is responsible for overseeing the work performed within this project. The Steering Committee

- Receives progress reports during periodic Steering Committee meetings
- Is appraised of and addresses the project's critical needs, risks and issues
- Provides overall direction and guidance
- Defines and approves changes to project scope and approach
- Approves all key decisions and deliverables

The Steering Committee membership includes:

- Nicholas Toumpas, Commissioner, DHHS
- Mary Ann Cooney, Deputy Commissioner, DHHS
- Kathleen Dunn, Medicaid Director, DHHS
- Katja Fox, Health Policy Advisor, DHHS
- Jose Montero, Public Health Director, DHHS
- Nancy Rollins, Associate Commissioner, DHHS

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A-4.5 Core Team

The Core Team is responsible for the project's day-to-day success. The Core Team

- Determines the project's approach, deliverables and processes
- Plans and directs the work performed within this project
- Approves all decisions and deliverables; promotes key decisions and deliverables to Steering Committee for approval
- Addresses and resolves project's needs, risks and issues; escalates to Steering Committee
- Oversees and directs consultants and contracted services

The Core Team membership includes:

- William Baggeroer, Chief Information Officer, DHHS
- Walter Faasan, Director of Contracting, DHHS
- Shanthi Venkatesan, Senior Financial Manager, DHHS
- Richard Regan, Principal Information Technologist, DHHS
- Jeff Silver, EDW Manager, DHHS
- Grant Beckman, Financial Manager, DHHS
- Steve Kelleher, Director of DHHS Applications, DoIT

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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.
- The proposed system must address all five (5) systems defined by the State of New Hampshire. These systems include: 1) Bridges, 2) New Heights, 3) NECSES, 4) Options and 5) Lawson.

B-2 Compliance with System Requirements

System requirements and Deliverables are listed in the following of the RFP: 1) Appendix C: *System Requirements and Deliverables*, 2) Attachment X: *High Level Mandatory Requirements* and 3) Attachment Y: *Detailed Business and Technical Requirements*. The proposed Vendor's Solution must be able to satisfy **all mandatory requirements** listed and Vendors are required to complete all requested questions in the RFP including (but not limited to) Appendixes and Attachments. Any requirements that are marked as requiring modification (M) must clearly describe the nature of the modification required as well as any assumptions with respect to the functionality requested. If the response associated with a modification (M) does not directly address the specified function, it will be deemed as being non-compliant.

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 five (5) government entities comparable in size and complexity to the State of New Hampshire or larger within the last five (5) years. The specific Vendor proposed Software version and functionality must be described.

B-4 Vendor Implementation Service Experience

The Vendor must have successfully completed the Vendor proposed Software Solution Design, Implementation and Analysis for at least three (3) government

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clients comparable in size and complexity to the State of New Hampshire or larger within the last five (5) years. The specific Vendor proposed Software version and functionality must be described.

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APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

- The Scope of this Project is to acquire and implement a Master Client-Centric Data Repository and integrates it with the defined State information systems described in this RFP (i.e. Bridges, New Heights, NECSES, Options and Lawson). The Work of the Project encompasses: 1) Data Repository Implementation, Configuration and Integration; 2) Knowledge Transfer, and DHHS Staff Training; and 3) Post-Deployment Consultative Services.

Data Repository Implementation, Configuration and Integration

The Vendor will lead the Project and be primarily responsible for satisfying Requirements and producing Deliverables. Vendor's primary tasks are:

- Data Repository Design
- Data Repository Hardware Requirements Sizing
- Data Repository Installation and Configuration
- Data Repository Integration with Five (5) Selected State Information Systems: (i.e. Bridges, New Heights, NECSES, Options, and Lawson)
- Data Repository Initial Population of Data
- Validation of the Completeness and Accuracy of the Data Repository
- An Automated Process to Repopulate Data into the Data Repository
- Training and Support of DHHS staff in the use, modification and support of the Data Repository
- Assist DHHS in using the Data Repository as a means to further develop an approach to Service Delivery System design and enhancement
- Support DHHS staff in the analysis of the Service Delivery System using the Data Repository (during development/deployments as well as during the consultative period subsequent to deployment)
- Refine Data Repository design and operation
- Refine Data Repository Integration with Selected State Information Systems (i.e. Bridges, New Heights, NECSES, Options, and Lawson)
- Assist DHHS staff with resolution of issues discovered – such as poor or incomplete source data
- Develop Initial Dashboards to present intelligence to DHHS staff

At the conclusion of the Project, the Vendor will have successfully implemented a Data Repository that is ready for use by DHHS staff.

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Knowledge Transfer and Staff Training

The Vendor shall develop a Knowledge Transfer and Training Plan to describe the approach for bringing managers, end users and technical personnel to a familiar level of understanding with how the new solution works and how to maintain and enhance the solution.

The Knowledge Transfer and Training Plan shall address, as a minimum, the following topics:

- Training goals/standards and the specific plan for training technical personnel and end users.
- Strategy for providing training early in the project to allow the training goals to be implemented throughout the project life cycle.
- Tasks, deliverables and resources necessary to complete the training effort and identify tools and documentation that shall be necessary to support proposed effort.
- The different types of training, the specific courses and course materials, the training approach for both technical personnel and end users, and how training effectiveness shall be measured and addressed.
- A description of deliverables to support initial and ongoing training including user manuals, system manuals, on-line help, and training materials for technical/non-technical personnel.
- Knowledge Transfer to enable State personnel to operate, maintain, configure and modify the new system including operation of the testing tools, supporting infrastructure, and security.
- Metrics for tracking progress in achieving training and knowledge transfer objectives.
- Reporting progress of training and knowledge transfer activities.
- Approved recommendations for both training and knowledge transfer resulting from the organizational change readiness assessment.

Post-Deployment Consultative Services:

Subsequent to installation and acceptance of the proposed solution, the Vendor will provide 400 hours of consultative services that will be used for all aspects of data mining and predictive analytics practices, and dashboard development (e.g. problem formulation and data representation, model construction and validation). This support will be a combination of on-site (20%) and remote (80%) assistance. Remote support will be interactive as required.

Specifically, the vendor will assist State of NH DHHS and DoIT staff with the following activities:

- Problem formulation with respect to the datasets

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- Data Mining best practices with respect to the solution
- Data Representation via Web and dashboards
- Model construction and validation
- Methods for adding additional data sources
- Extending the dashboards to reflect different classes of users
- Extending the dashboards to GIS and Cognos interfaces.

C-2 REQUIREMENTS

C-2.1 Data Repository Implementation, Configuration and Integration Requirements

The Project will create a **Master Client-Centric Data Repository** that integrates services delivered to clients by the New Hampshire Department of Health and Human Services (DHHS). By consolidating clients information across internal silos as well as externally managed data stores (e.g. mental health facilities) DHHS envisions the creation of client focused solution that tracks service delivery in an integrated manner that insures timely, accurate, efficient and effective management of the best possible practices and services to the citizens of New Hampshire. In addition, the objectives of this model will provide DHHS with a single source of trusted data that will be used to: (1) analyze the current service delivery system; (2) provide statistically reliable models and continuous intelligence that support the department's efforts to ensure modifications of the current delivery system are valid and result in a strategy for improved services delivery and outcomes for clients as well as providers; and (3) design an approach to client services that provides one view of the client across the range of possible services as well as making that view available to all parties (both State and external) who are responsible for the effective and efficient delivery of those services.

Evolving from a system-centric approach to an entity-centric (i.e., client, vendor) approach will allow Divisions and their partners/vendors to identify and manage individuals across disparate programs in an integrated manner. Furthermore, this initiative must be able to profile, with extremely high confidence, the client, vendor data, dollars spent, provider data, service data, other external sources of data (e.g. census, economic, accounting, etc.), and contracts. Data reference sets used by DHHS encompass: (1) Long Term Care; (2) Medical Services; and (3) Human Services.

The system must be flexible and capable of accommodating future demands without re-engineering the entire system. In addition, the system must leverage existing technology standards (i.e. Cognos, Oracle) within the State of NH and data systems within DHHS (e.g. Bridges, New Heights, NECSES, Options, Lawson, etc.). Whether the solution involves ETL (extract/transform/load) technology or ESB (Enterprise Service Bus) technology, the Vendor must explain, in detail their architectural solution and how it will achieve the objective of this initiative as

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well as how their solution either integrates with existing technology or augments existing technology by providing an alternative method to solving the problem and satisfying the three objectives described above.

Guiding Principles

The **Master Client-Centric Data Repository** shall be based on the guiding principles of Master Data Management.

1. Effectively Managing Data Domains
2. Process High Volumes of Data Accurately
3. Connect Sources and Systems Efficiently
4. Examine and Maintain Data through Graphical Interfaces
5. Understand Data Regardless of Language or Standard
6. Deliver Trusted Data Assets – Certified De-duplicated Data
7. Ensure Privacy and Security of Client Data
8. HIPAA compliant & secure
9. Portal Accessible

The State **Master Client-Centric Data Repository** shall be a COTS (commercial off-the-shelf) product.

It is expected that the Data Repository tool will be hosted on State hardware within the State's data center, but other models will be considered. If an alternative model is proposed, the vendor must provide a detailed architecture that meets the criteria set forth in this RFP. Information privacy and security is a major consideration.

Project Vision

DHHS has numerous silos of service delivery data both within the Department and external to the Department. Development of a **Master Client-Centric Data Repository** is critical to the mission of the Department. The model below depicts some of the key objects. Diagram 1 (below) depicts both current and potential future data sources and interactions.

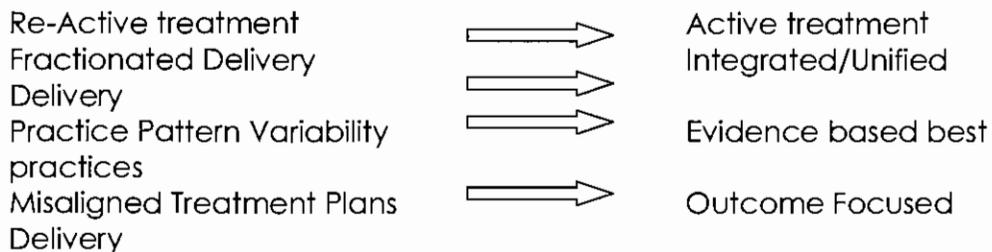
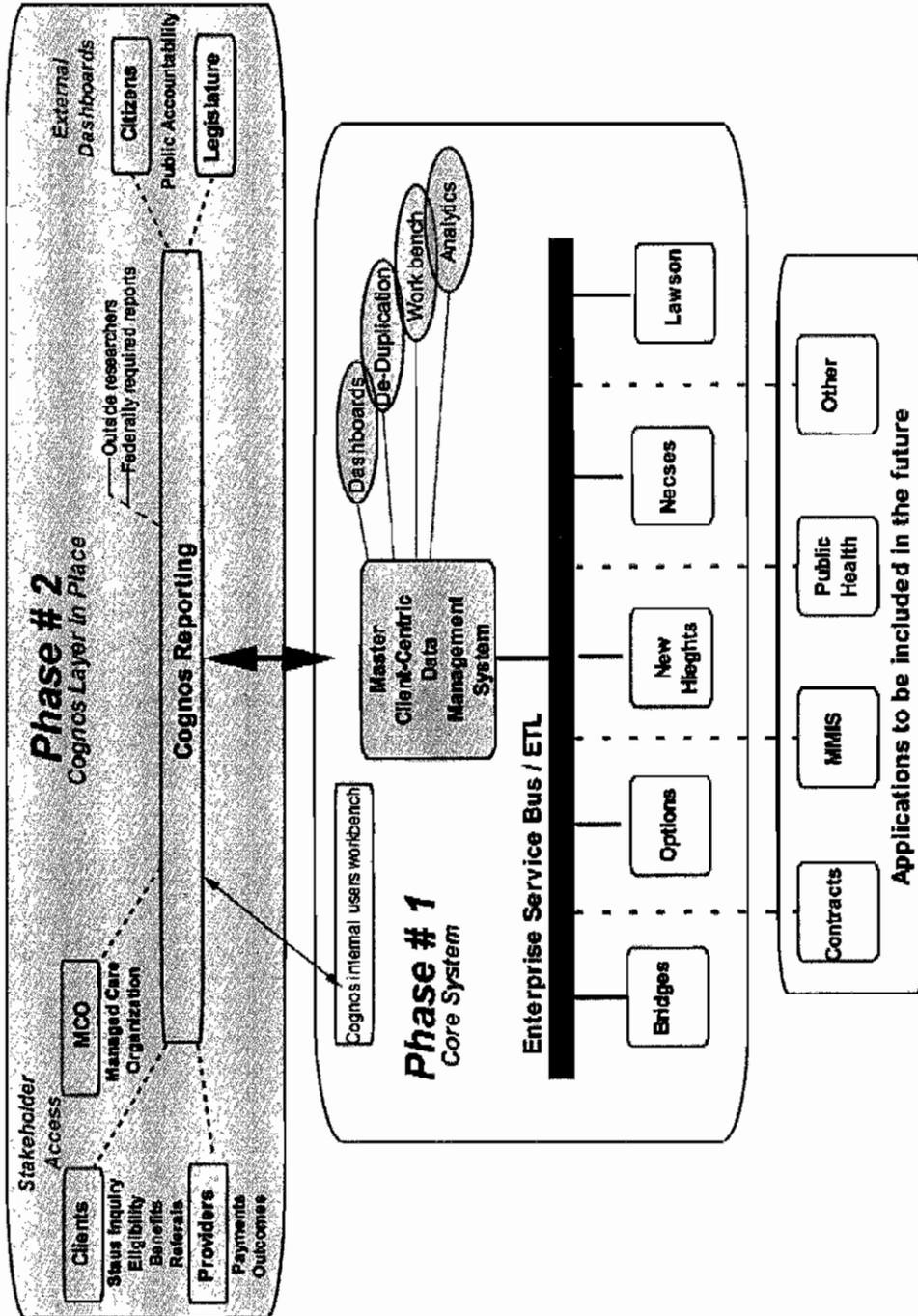


Diagram 1



Department of Health and Human Services
Client-Centric Technology Architecture



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During the Project the Vendor will integrate information regarding clients into unique "client-centric" views that will be used internally to analyze patterns of service delivery, vendors, and outcomes (to the extent that they exist). The list above is neither exhaustive nor comprehensive with respect to data sources the Department of Health and Human Services has access to or may wish to address in the future. The selection and deployment of a Master Data Management (MDM) platform or comparable solution must be capable of managing multiple business data entities such as customers, services, and organizations all within the same software platform. Critical to this solution are the following:

1. The platform must be able to handle multiple data types. Implementation can begin with a single business data entity like client, and can later be extended to accommodate other master data types.
2. The platform must be able to integrate with State of NH security and reporting tools to provide fine-grained access to data and provide reliable data quality metrics.
3. The platform must support complex relationships and hierarchies.
4. The platform can automatically generate changes to the SOA services or ETL engine whenever its data model is updated with new attributes, entities, or sources.
5. Data cleansing needs to be centralized within the solution.
6. The platform must support multiple matching techniques with each able to address a particular class of data matching (e.g., deterministic, probabilistic, heuristic, phonetic, linguistic, empirical, etc.) The vendor will delineate which matching techniques they support.
7. Given the potential number of sources across the DHHS, as well as external sources and the volume of master data, it is important that the platform is able to automatically create a golden record for any master data type such as customer, service, vendor, etc. In addition, the platform must provide a robust unmerge functionality in order to rollback any manual errors or exceptions. The history of all changes to master data and the lineage of how the data has changed must be captured as metadata.
8. The platform needs to synchronize master data with both operational and analytical applications in order to adequately support real-time business processes and compliance reporting (i.e., graphical, analytic, statistical, and GIS) across multiple departments, organizations and partners.
9. The platform includes a GUI client to examine and maintain the master data.
10. The platform must have the ability to replicate master data as well as a demonstrated process backup and restoration.

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11. The platform must support analytic and predictive modeling techniques.
12. The platform will produce a consolidated view of operational systems data sets.
13. The platform will invoke role-based security to assure data security.
14. The platform scales as user demand grow.
15. The platform must support on-line documentation and examples of functionality to support user training and system utilization.

Vendor shall propose a system solution that meets the mandatory, business and technical requirements put forth in this RFP. The Vendor shall describe in detail how they are met. See instructions included in **Attachment X: Table C-2.1 – High Level Mandatory Requirements** and **Attachment Y: Table C-2.2 – Detailed Business and Technical Requirements**. Any requirements that are marked as requiring modification (M) must clearly describe the nature of the modification required as well as any assumptions with respect to the functionality requested. If the response associated with a modification (M) does not directly address the specified function, it will be deemed as being non-compliant.

The Vendor shall describe the components of the technical and functional solution, which should include:

1. Infrastructure including:

- Environments,
- Hardware/OS,
- Network,
- Software, and
- Database Management System

2. Data Acquisition including:

- ETL/ESB processes, and
- Data quality processes

3. Data Access including:

Data access policies, procedures and software, which should be compatible with the various levels of technical skill sets and business requirements for the data warehouse and the **Master Client-Centric Data Repository** users. Major categories described should include:

- Web portal, and
- Business Intelligence
- GIS

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4. Data Delivery

Describe how the proposed approach to scheduled extraction and delivery of data from the data warehouse is managed in a secure fashion in a variety of formats.

5. Describe the proposed Managed Metadata (data which describes data file definitions and structure) Environment solution and how it accomplishes the following objectives:

- Provide uniformity in the description and sharing of information,
- Make reliable information available quickly,
- Increase the visibility of information across the enterprise,
- Increase accuracy of user analysis of the data,
- Increase user confidence in the data warehouse,
- Reduce new employee training costs,
- Reduce operational costs by eliminating redundant data,
- Identify mistakes and problems with source systems,
- Reduce time to perform change impact analysis, and
- Shorten development times

6. Data Model

Describe how the proposed data model technical component addresses:

- The definition and management of logical and physical data models in support of the Data warehouse, MME, and corresponding ETL/ESB staging data structures,
- Contains logical depictions or models of the MCCDR, MME, and the ETL/ESB staging areas that support the business and technical requirements outlined in this RFP, and
- Depicts the physical models relating to the MCCDR, MME, and corresponding staging areas for each deployment environment (i.e., development, test, production, training, user acceptance testing).

7. Analytical Capabilities

Describe how the Vendor will work directly with department staff in development of analytical capacity.

- Analyze cost data by service, client and contract level categories of services for improved use of funds

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- Analyze interrelationships of categories of service, client and contract for more needs based approach to services
- Drive Department staff acceptance of performance driven analysis of our current contracts
- Identify duplication of services by client
- Identify by Geo-Spatial mapping concentrations of service with weighting (e.g. high utilization, moderate utilization and low utilization).

In describing the proposed technical architecture design, the Vendor shall address the scalability, capacity, extensibility, adaptability, performance, availability, stability and security.

C-2.2 General Requirements

General Requirements pertain to the ministerial duties required to create the Deliverables described in Data Repository Implementation, Configuration and Integration Requirements. General Requirements encompass activities such as preparing and maintaining a Project Work Plan, provision of staff resources, scheduling and staffing meetings, the preparation of reports needed to track Project progress, and managing Project costs.

Kickoff Meeting

The Vendor, in conjunction with DHHS, shall arrange for a Project Kickoff Meeting to be held within the first 10 working days of the Contract period, unless a later date is agreed to in advance by the State. The purpose of the kickoff meeting shall be to introduce the Project to the Project participants (Vendor staff and State staff) and Review the proposed Project Work Plan.

Project Staffing

By responding to this RFP, Vendors agree to provide dedicated staff that possesses the requisite education, knowledge, skills, and experience to successfully execute this Project as demonstrated by the provision of satisfactory Project Deliverables within agreed upon timeframes.

Project Work Plan

As part of their Proposals, Vendors must submit a Project Work Plan that includes a detailed description of the Project Schedule, tasks, Deliverables, critical events, and task dependencies. The proposed Project Work Plan must be available for discussion at the Kickoff meeting described above. Once approved by the State, the final Project Work Plan shall be updated on a biweekly basis.

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Project Status Reports

The successful Vendor shall be required to submit biweekly reports on Project progress. At a minimum, the Status Report shall include: Progress made in the previous 2 weeks, progress expected in the following 2 weeks, any risks and issues encountered, and a mitigation plan to remedy identified risks and issues.

Project Documentation

Project Documentation, including but not limited to, all Deliverables, work Schedules and budgets. The Vendor must maintain plans, status reports, and correspondence. Project Documentation shall be developed in MS Office Products and stored in a Project Repository provided by the State.

Collaboration with State

The Vendor shall work in conjunction with State staff in performing an analysis for all Deliverables and shall seek guidance and consultation with State staff as needed to keep State staff fully informed and the Project on Schedule. The State in turns agrees to use best efforts to make stakeholders available as needed to assure successful collaboration with the Vendor.

C-3 DELIVERABLES

The minimum required Deliverables for the Project are listed in Table C-3 below. Vendor may add additional Deliverables to Vendor's response.

Each listed Deliverable is briefly described below Table C-3.

Table C-3 Deliverables Vendor Response Checklist

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments
1 Data Repository Design	Written		
2 Data Repository Hardware Sizing	Written		
3 Data Repository Installation and Configuration	Software and Written		
4 Data Repository Integration with Selected State Information Systems	Software and Written		
5 Data Repository Initial	Software		

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Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments
Population of Data	and Written		
6 Validation of the Completeness and Accuracy of the Data Repository	Non-Software and Written		
7 Training of DHHS Staff in the Use and Support of the Data Repository and DoIT Technical Support Staff Knowledge Transfer	Non-Software and Written		
8 Master Client-Centric Data Repository Adoption Summary	Written		
9 Master Client-Centric Data Repository Technical Infrastructure Summary	Written		
10 Consultative Services Plan and Software Enhancements	Software and Written		
11 Steering Committee Presentation	Written		

Vendors may propose additional Deliverables to those listed in Table C-3 above.

Deliverable Descriptions

1 Data Repository Design

This Deliverable shall describe the design of the Master Client-Centric Data Repository - what it shall be, over time, and the approach to get there. It shall focus on the vision, goals, objectives, and strategies needed to create and promote the use of a Master Client-Centric Data Repository in New Hampshire. It is NOT a generalized approach based on theoretical models; rather, what is required is an integrated set of New Hampshire-specific, informed, and practical components of a Master Client-Centric Data Repository for DHHS.

The Deliverable shall also describe the interdependencies and integration of efforts between the selected EDW datamarts and the Master Client-Centric Data Repository in order to ensure objectives are achieved by utilizing joint, non-redundant and complementary efforts.

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The summary shall include Master Client-Centric Data Repository related requirements for: 1) development of a client-centric view; 2) promoting pro-active analysis and trend identification; 3) Geo-spatial mapping of service delivery patterns; (4) validation of models created; and 5) Presentation layers.

2 Data Repository Hardware Sizing

This Deliverable shall describe the server and client (PC) specifications needed to optimally operate the Software Solution for DHHS.

3 Data Repository Installation and Configuration

This Deliverable shall describe a configuration management methodology and describe the processes, configuration management tools and procedures the Vendor uses to control the migration of any hardware or software (system and application) to the production environment. The description should include the configuration management system and the use of proven promotion and version control procedures for the implementation of modified system modules; COTS products; system software (e.g. Operating Systems (OS)); network; files (including documents); databases; browsers, and hardware.

This Deliverable also includes the installation and basic configuration of the Software Solution.

4 Data Repository Integration with Selected State Information Systems

This Deliverable shall describe a methodology and approach for eliciting, validating and documenting system requirements to ensure that DHHS goals and objectives are met.

This Deliverable also includes a Software Solution which shall:

- Integrate data from the five repositories sited in this RFP
- Contain validated:
 - Finalized data that is reconciled by payment detail,
 - Eligibility data,
 - Provider data,
 - Client data,
 - Geographic data,
 - Reference data,
 - Encounter data, and
- Make available in one place reconciled client claims data, eligibility data, provider data, reference data, encounter data, and other data that is easy for DHHS staff to access for program and operations management, research and decision-making;
- Run new management and administrative or other analytical reports as specified by the Department, that leverage the identified data sources;
- Is designed and engineered to enable other State Agency, or vendor to "piggy back" on the solution contract, and to establish partitioned data environments

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- and separate secure DHHS access;
- Has the capability to add national trending data (e.g., US Census, CMS national statistics);
 - Meet all component level business and technical requirements in this RFP;
 - Assists with budgeting and forecasting; and
 - Is expandable to accept additional clinical, demographic and other values.

5 Data Repository Initial Population of Data

This Deliverable shall describe a methodology and approach for populating and promoting data based on the approved requirements and conceptual design.

Components of the document should include:

1. Data model, metadata, data acquisition, data access and data delivery modules,
2. Database tables,
3. Programs,
4. ETL/ESB processes,
5. Data validation and reconciliation, and
6. Reports (including release notes and sample formats for each report).

This Deliverable also includes the initial population of data in the implemented Software Solution.

6 Validations of the Completeness and Accuracy of the Data Repository

This Deliverable shall describe a methodology and approach for constructing and testing the solution in accordance with the test plan approved as part of the Project Plan that includes:

1. Constructing the system,
2. A testing system that meets the detailed requirements presented herein,
3. Developing test cases and scripts,
4. Developing and maintaining a dedicated test environment,
5. Validating the completeness and accuracy of the data components, and
6. Developing a Test Summary.

This Deliverable also includes the validation of the completeness and accuracy of the implemented Software Solution.

7 Training of DHHS Staff in the Use and Support of the Data Repository and DoIT Technical Support Staff Knowledge Transfer

This Deliverable shall describe and implement a comprehensive training program, to include needs assessment, training plan and training materials, to be carried out prior to system implementation and post implementation training for new employees and refresher training for existing users. Up to 30 solution users, at various skill levels and with varying business requirements, need to understand and use the system.

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8 Master Client-Centric Data Repository Adoption Summary

This Deliverable shall describe the vision, goals, objectives, and strategies needed to create and promote the use of Master Client-Centric Data Repository within DHHS.

9 Master Client-Centric Data Repository Technical Infrastructure Summary

This Deliverable shall describe Technical Architecture elements include (but are not limited to):

Database considerations: centralized, federated or a hybrid

System management considerations: including availability, policies and procedures, security, (both physical and Data), provisioning requirements and System back up.

10 Consultative Services Plan and Software Enhancements

This Deliverable shall describe how the Vendor will support and provide 400 hours of consultative services that will be used for all aspects of data mining and predictive analytics practices, and dashboard development (e.g. problem formulation and data representation, model construction and validation) subsequent to system acceptance. This support will be a combination of on-site (20%) and remote (80%) assistance. Remote support will be interactive as required. The Vendor shall describe how they will deliver this support, associated costs and resources to be applied.

Specifically, the vendor shall assist State of NH DHHS and DoIT staff with the following activities:

- Problem formulation with respect to the datasets
- Data Mining best practices with respect to the solution
- Data Representation via Web and dashboards
- Model construction and validation
- Methods for adding additional data sources
- Extending the dashboards to reflect different classes of users
- GIS and Cognos extensions/integration.

11 Steering Committee Presentation

This deliverable is developed in conjunction with Department staff and is a detailed summary of the sample data analysis results. This activity will demonstrate to senior staff and other key department users the capabilities of the system upon acceptance. This includes a printed and copied document (15 copies) and PowerPoint, as well as live presentation to the Steering Committee.

C-4 INTERFACES

Vendors are required to include in the proposal interface their Software Solution to five (5) State information systems listed below. Each is an Enterprise Data Warehouse (EDW) Datamart and/or Operational Data Store (ODS).

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- New Heights Datamart
- Bridges Datamart and ODS
- Options ODS
- NECSES Datamart
- Lawson ODS

The State's Medicaid system is not included in the scope of this project.

Each of these reporting datamart is an extract from the corresponding transaction systems. A summary of these transaction systems has been included as **Attachment Z: System Overviews of Interfacing Source Information Systems.**

Data Set Descriptions of the five Datamarts / Operational Data Stores as well as the Microsoft Office versions of documents supporting this RFP shall be provided to Vendors who request them using Attachment E.

This Request will only be honored for Vendors that have submitted a Letter of Intent to Bid in accordance with to the requirements specified in Section 4.4.

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the Proposed Solution, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit guidelines are identified for each topic. Vendors may add topics, as they deem appropriate.

Topic	Page Limit
Proposed Solution (D-1)	
Topic 0 - Product Literature	10
Topic 1 - Software Architecture	3
Topic 2 - Software Releases	2
Topic 3 - Ad Hoc / Structured Reporting	3
Topic 4 - System Security	4
Topic 5 - Hardware System Architecture	3
Technical, Services and Project Management Experience (D-2)	
Topic 6 - IT Standards	2
Topic 7 - Interface Standards	2
Topic 8 - Backup and Recovery	2
Topic 9 - Assurance of Business Continuity	3
Topic 10 - Archiving	2
Topic 11 - Environment Setup	5
Topic 12 - Technical Knowledge Transfer	5
Topic 13 - Implementation Approach	10
Topic 14 - Testing	6
Topic 15 - Migration Strategy	3
Topic 16 - Interfaces	3
Topic 17 - User Training Approach	6
Topic 18 - Help Desk Support	3
Topic 19 - System Acceptance Criteria	6
Topic 20 - Status Meetings and Reports	3
Topic 21 - Risk and Issue Management	3
Topic 22 - Scope Control	2
Topic 23 - Preparation of State Staff	5
Topic 24 - Quality Assurance Approach	6
Topic 25 - Work Plan	No Limit
Topic 26 - Support and Maintenance	5
Topic 27 - Consultative Services	5

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D-1 PROPOSED SOLUTION

Data Repository Implementation, Configuration and Integration Requirements

This section provides a series of topics related to the proposed Software Solution that the State of New Hampshire will consider in the creation and utilization of a **Master Client-Centric Data Repository**. These are proposed guidelines. Vendors may choose not to include Topics in their Proposals and may add other topics that they deem more appropriate.

Topic 0 – Product Literature

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. Appendix D

Topic 1 – Software Architecture

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 COTS Web-based System, with a browser as the principal user interface mechanism and associated web-portal for external access. Although the State is open to alternatives that are proven to provide better value, it prefers to operate its System database tier on either .NET or Java based systems on some form of a UNIX or Windows based OS. In addition, it is the State's desire to leverage its embedded Cognos and Oracle resources. Provide a description of how this investment can or cannot be leveraged with the proposed solution.

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 or some other configuration (describe)?
- 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. In addition, describe the minimum system configuration required for the workstation for optimal performance.
- Are the operating System and the database platform a supported configuration of the proposed System?
- Are there any components of the System that must reside on another platform?

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- What application servers are used to support the proposed Solution?
- What add-on or third-party Software is required to support the functionality desired by the State? Detail additional requirements and costs.
- What programming languages are used for development, configuration, and customization of the proposed Solution as well as level of experience required by state personnel?
- What components of the software, such as middleware, are proprietary?
- What are the licensing agreements and size limitations of the solution, as well as, incremental licensing associated with growing the system?
- What is the growth potential of the proposed System?
- What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)
- What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)

If the proposed Solution does not meet the State's preferences for use of either .NET or Java based systems on some form of a Unix or Windows based OS platform for the database tier and Oracle, discuss the rationale and advantages of the proposed System. Also address requirements to leverage embedded State investment in Cognos reporting tools and Oracle.

Topic 2 – Software Releases

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?

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- 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/Structured Reporting

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 and structured reports from the production System. In addition, the solution is expected to provide analytic tools for “what-if”, research and predictive analysis. Provide an overview of the ad hoc and structured reporting capability to be provided in the proposed Solution as well as the analytic capabilities of the proposed solution. If a third-party tool is employed, identify and describe the tool as well as associated cost. Discuss capability, sophistication, and ease of use, including training required.

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

- Ad hoc reporting;
- Online analytical processing (OLAP);
- “What-if” analysis;
- Threshold analytics;
- Predictive analytics;
- Profiling of clients and services;
- Shared data views;
- Restricted data views;
- Creation of Data extracts,
- Portal Access,
- Geo-Spatial Mapping,

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- Dashboards, and
- Historical reporting.

Topic 4 - System Security

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 couldn't 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.

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- 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.

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?

Topic 5 – Hardware System Architecture

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

Describe the overall system architecture including hardware and software platforms, software utilities, telecommunications resources, and security measures. 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 consider in selecting a **Master Client-Centric Data Repository** solution. A maximum length of response for each topic is defined.

Topic 6 – IT Standards

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.

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Describe standards incorporated into the proposed software for:

- De-duplication;
- Immutable identifiers;
- Geo-coding and reporting;
- Analytics; and
- Secure data transport.

Identify whether standards employed are national (**identify standard(s)**) in origin or are unique to the proposed Software.

Topic 7 – Interface Standards

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 State's new 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.)?
- 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 formats are used with the proposed Software? What degree of flexibility is available?

Topic 8 – Backup and Recovery

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

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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, auditing, and journalizing;
- Single points of failure and recommended approaches for their elimination;
- Approach to redundancy; and
- Impact of Software license fees.

The State believes that additional Software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Topic 9 – Assurance of Business Continuity

The State will evaluate the degree to which the plan proposed to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

- The State wishes to consider provision for assurance of business continuity as an optional component of the Solution. A current risk for business continuity involves loss of the State's Data Center. The State will decide whether to exercise this option based, in part, on cost.
- Vendors are asked to provide an option for the State to continue operation at a different site in the event that the Data Center is unavailable. Discuss necessary planning for the proposed remote site and transition to the site if the Data Center is incapacitated.
- The State believes that additional Software license fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Topic 10 – Archiving

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

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format. Provide a methodology and appropriate tools for the retrieval of the off-line formatted Data.

Topic 11 – Environment Setup

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

- 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 – Technical Knowledge Transfer

The State will evaluate whether the technical knowledge transfer in described the Proposal will prepare State staff to accept full responsibility for maintaining the Vendor proposed System at the conclusion of Implementation.

- The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, growth, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one learning opportunities for State staff. Also describe the minimal skill sets required by personnel to be trained in the use, maintenance and enhancement of the solution.
- Identify whether recommended training will be provided on site. Use specific examples from past system implementations to explain how its approach to technical training and knowledge transfer would allow the State to operate independently when the Implementation ends.
- Identify opportunities during implementation for State of NH staff to participate and acquire skills relevant to the end goal of self-sufficiency.
- Describe approach and methodology, as well as the documentation, materials and media, including all user and instructor manuals, to be employed. Include a listing of all materials offered, including, but not limited to:

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- All requisite Classroom training,
 - Self-paced computer-based training (CBT),
 - Self-paced web-based training (WBT),
 - Manuals (electronic and/or hard copy),
 - Train the Trainer,
 - Proficiency testing, and
 - Number and skill set(s) of State personnel required using and maintaining solution.
- Specify which materials are for technical support (DoIT), system administrators (DHHS technical/super user) and end-users.

Topic 13 – Implementation Approach

Response Page Limit: 10

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

- The State would like to implement all modules of the selected Software as quickly as feasible at the lowest possible price. The State recognizes, however, that it might have difficulty coping with a “big bang” implementation strategy. Consequently, the State seeks suggestions on an implementation approach.
- Provide one or more feasible Implementation plans. For each plan provided:
 - a. Identify timeframes for major milestones, including timing for connecting legacy Systems;
 - b. Integration of client data across systems into a unified record;
 - c. Discuss cost implications of the plan, including implications on maintenance fees; and
 - d. Address the level of risk associated with the plan.

To assist the State in evaluation of the Implementation Plan or plans discussed, include:

- a. A listing of modules that constitute the proposed Software;
- b. Identification of modules that should be considered “core;”
- c. Identification of modules that are neither required nor proposed to satisfy State requirements; and
- d. A general description of functionality contained in each module.

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

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Topic 14 – Testing

Response Page Limit: 6 – 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.)
- If frequency exceeds the expected level, what corrective actions will be instituted?
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects, by severity, 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?

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- 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 15 – Migration Strategy

Response Page Limit: 3

The State will evaluate the degree to which the Vendor will ensure that data conversion is effective and burdens State staff to the minimum extent possible.

- Provide recommendations for assessing Data quality and conducting Data cleansing prior to conversion, and discuss use of automated tools in conversion.
- Also, address procedures for populating the initial production Database and Data transfer procedures. Distinguish between State and Vendor roles. Discuss approach for dealing with incomplete records. References to approaches employed successfully in other projects should be provided where appropriate.

Topic 16 – Interfaces

The State will evaluate the quality, ease of programming, and the nature of the proposed assistance in developing required interfaces.

- Current interfaces to the five systems identified in this proposal are listed in Section A-3 of Appendix A: *Current Interfaces*. Some of these interfaces must be maintained when the **Master Client-Centric Data Repository** is implemented.
- Constructing interfaces will require cooperative efforts involving State and Vendor staff. Submit a proposed architectural drawing of the interfaces and discuss the proposed approach for their development. Be sure to distinguish between State and Vendor responsibilities.

Topic 17 – User Training Approach

Response Page Limit: 6

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.

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- 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?
 - Is there on-line help and examples of functions integrated into the solution?
 - How will state personnel be involved in the implementation as a method of acquiring additional experience beyond classical training methodologies?

Topic 18 – 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 to assume full responsibility for providing help desk Support when demand stabilizes.

- The State currently operates a help desk, with different groups addressing operational issues. The State seeks support for this solution from the Vendor due to the unique nature of the system.
- 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 protocols;
 - Suggested escalation procedures; and
 - Metrics based on help desk inquiries;

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Topic 19 – 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 20 – 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 & 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 data stewards for the five systems. 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 bi-weekly, 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 bi-weekly basis, in accordance with the Contract.
- Appendix D
 - Special Meetings: Need may arise for a special meeting with State leaders, data stewards 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

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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 (one month)
- 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 21 – 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

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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 22 – 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.
- Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.

Topic 23 - Preparation of State Staff on the Project Team

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 24 – Quality Assurance Approach

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 a configured software module; and
 - Non-Software Deliverables, such as conduct of a training course.

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- 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's internal Review of a Written Deliverable prior to formal submission; and
 - Testing of Software Deliverables prior to submission for Acceptance testing.

Topic 25 - Work Plan

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

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updating the Plan, at a minimum bi-weekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

Topic 26 – Support and Maintenance

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 general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
- Describe how are 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

Topic 27 - Consultative Services

Vendor shall describe their strategy and approach to consultative services as described in Appendix C and the objectives set forth in this RFP

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting **Master Client-Centric Data Repository** 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 and their qualifications.

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 the following:

- 1 The current Dunn & Bradstreet report on the firm
- 2 The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement
- 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.

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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 at least two references from the client; and

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.

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:

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- Health and Human Services delivery systems / data systems
- Data Transformation and creation of master client index(es)
- Analytic tools and best practices
- De-duplication and resolution
- Project management and change management

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

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, a combination of on-site as well as at the Vendor's facility 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 two (2) 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.

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APPENDIX F: PRICING WORKSHEETS

Vendor's Price Proposal must be submitted using the Excel worksheets found in Attachment F: Pricing Worksheets.

The Department of Health and Human Services requires cost proposals submitted in the attached Excel worksheets that highlight input required from Vendors. This worksheet allows the DHHS to evaluate Price Proposals objectively across Proposals that are proposing different technical solutions to meet the requirements listed in this RFP. All worksheets within the Excel file should be completed in the Excel formats provided and not converted to PDF or any other format. The Price Proposal from Vendors needs to be an all-inclusive cost for the Project with details on the cost items listed in the Excel file. All pricing worksheets are within the same Excel file.

Vendor pricing proposals are required to comply with the State of New Hampshire's standard payment terms of Net 30 Days following invoices issued per achieved deliverables / milestones to the State. Vendor proposals will be disqualified if the Vendor includes Payment in Advance.

F-1 Pricing Worksheet Templates

Pricing Worksheet – Microsoft Excel Format

- Data Repository Implementation, Configuration and Integration
 - Table F-1 Project One-Time Costs Summary
 - Table F-2 Project Services Detail
 - Table F-3 Related Project Recurring Costs (5 Years)
 - Table F-4 Project Post Deployment Consultative Services Costs
- Price Proposal Summary
- Table F-5 Price Proposal Summary

Notes

- Include hardware estimates in price proposal for servers and workstations (PCs). Use best estimates based on information known. Although hardware must be included in price proposal, hardware may not be purchased from successful Vendor.
- Use Tables F-1 and F-2 for One-Time costs and Table F-3 for Recurring costs. NOTE: Costs included on Table F-3 are not to be included in the \$1,000,000 Not to Exceed amount.
- Vendor shall include a detail schedule for all software modifications including a description and cost. Software modifications are identified in Attachment Y: Table C-2.2 – Detailed Business and Technical Requirements. The total cost of all software modifications shall be included in Table F-1. For Table F-4: Post Deployment Consultative Services, please provide us with an all-inclusive hourly staff costs. The usage of staff proposed for the

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consultative services by the vendor will need to be flexible as determined by DHHS either during contract negotiation or during implementation.

- The Project is Firm Fixed Price (FFP). Services Detail is informational and shall be used by State in scoring Price Proposals.
- Vendor shall not be reimbursed for Travel and Related Costs associated with the Project.
- Price Proposal Summary
 - The Grand Total in Table F-5 shall be the Vendor's Total Price. The Vendor's Total Price shall not exceed \$1,000,000. Table F-3 Total is included separately from the Vendor Total Price.

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APPENDIX G-1 TESTING REQUIREMENTS

The following Testing Requirements are the State's standard requirements for testing a COTS package, which is configured and customized to satisfy the State's Requirements. Vendors may propose that one or more of these Requirements do not apply for their Software Solution and provide rationale and, if applicable, alternatives.

These Requirements apply to the Data Repository Software solution.

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 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.

Vendors must disclose in their proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

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.

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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, confirm 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>
Conversion /Migration Validation Testing	<p>The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy 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>

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<p>User Acceptance Testing (UAT)</p>	<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 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 H-25.10.1: Warranty Period.</p>
<p>Performance Tuning and Stress Testing</p>	<p>Vendor shall develop and document hardware and software configuration and tuning of System 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>Performance Tuning and Stress Testing</p> <p>Scope</p> <p>The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.</p> <p>The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.</p> <p>Performance testing shall consider the full scope of the application</p>

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

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

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

Test types

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

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

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

Tuning

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during

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development as well as making tuning parameter changes to the environment.

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

Implementing Performance and Stress Test

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

Scheduling Performance and Stress Testing

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

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

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

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

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	<p>when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.</p> <p>Posttest reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.</p> <p>If defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.</p> <p>When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.</p> <p>During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.</p> <p>During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases, the tester will determine the capacity of the system under a known set of conditions.</p>
<p>Regression Testing</p>	<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 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>

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	<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> <ul style="list-style-type: none"> • Validate that the change/update has been properly incorporated into the program; and • 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 as described in this section.</p>
<p>Security Review and Testing</p>	<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>

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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.

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).

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APPENDIX G-2: CERTIFICATES

A. 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
603-271-3246

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 Authority/Vote

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures that the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the Board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire as of the date they sign.

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CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

Authority must come from the **governing body**, either:

- (1) A **majority voted** at a meeting, or
- (2) The body provided **unanimous consent in writing**, or
- (3) The **organization's policy or governing document** (bylaws, partnership agreement, LLC operating agreement) authorizes the person to sign

SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED

Certificate must show that the person signing the contract **had authority when they signed the Agreement or Amendment**, either:

- (1) Authority was **granted the same day** as the day the Agreement or Amendment was signed, or
- (2) Authority was **granted after** the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution, or
- (3) Authority was **granted prior** to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the contract was signed.

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the **sole director** (for corps) or **sole member** (for LLCs).

APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name BROADSTREET DATA SOLUTIONS AMERICA INC.		1.4 Vendor Address 260 PEACHTREE ST. SUITE 2200 NORTH WEST ATLANTA, GA 30303	
1.5 Vendor 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 Vendor Signature		1.12 Name and Title of Vendor 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 [Seal]			
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 (if applicable) 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:	

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2. EMPLOYMENT OF VENDOR /SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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 Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor 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 Vendor 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 Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor notice of termination;

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8.2.2 give the Vendor 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 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;

8.2.3 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; 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 Vendor 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement, the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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 Vendor 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 Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor 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 Vendor, or any subcontractor or employee of Vendor, 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

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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 Vendor.

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.

H-25. GENERAL CONTRACT REQUIREMENTS

H-25.1 State of NH Terms and Conditions and Contract Requirements

APPENDIX H
The Contract terms set forth in Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any Contract resulting from this RFP.

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H-25.2 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 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.

H-25.3 Project Budget/Price Limitation

The State has funds budgeted for this Project , subject to Appendix H: State of New Hampshire Terms and Conditions, Section 4: Conditional Nature of Agreement and Section 5: Contract Price/Price Limitation/Payment.

H-25.4 State Contracts

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

H-25.5 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 two (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

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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.

H-25.6 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, major milestones, task dependencies, and payment schedule. A final Work Plan will be due five (5) 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 affect 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.

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

H-25.7 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.

H-25.8 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 H-25.9: 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.

H-25.8.1 Written Deliverables Review

The State will Review the Written Deliverables for an Acceptance Period of five (5) 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

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the end of the five (5) 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 five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

H-25.8.2 Software Deliverables Review

Described in Section H-25.9: Testing and Acceptance.

H-25.8.3 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 five (5) 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.

H-25.9 Licenses

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

H-25.9.1 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 Vendors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.

H-25.9.2 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 **APPENDIX H** State by the Vendor on such copies.

H-25.9.3 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;

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- 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.

H-25.9.4 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.

H-25.9.5 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 Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

H-25.10 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

H-25.10.1 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 Appendix H Section 8 and H-25.14, and the State Shall have the right, at its option, to pursue the remedies in Section Appendix H-25.14.1 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

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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.

H-25.10.2 System Acceptance

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

H-25.11 Warranty

H-25.11.1 Warranty Period

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for one year.

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.

H-25.11.2 Warranties

H-25.11.2.1 System

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

H-25.11.2.2 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.

Software shall be archived and or version controlled through the use of Harvest Software.

H-25.11.2.3 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.

~~APPENDIX~~ H2.4 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.

H-25.11.2.5 Compatibility

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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.

H-25.11.2.6 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.

H-25.11.3 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, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, 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;

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- g.** 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
- h.** All Deficiencies found during the Warranty Period and the Vendor shall correct all Deficiencies found with the Warranty Releases 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) 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, 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.

H-25.12 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 ninety (90) days

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

H-25.12.1 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.

H-25.12.2 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 ~~APPENDIX A~~ 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:

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a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

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

The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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

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.

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 to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in H-25.14, 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

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 to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.14.

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H-25.13 Administrative Specifications

H-25.13.1 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.

H-25.13.2 Shipping and Delivery Fee Exemption

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

H-25.13.3 Project Workspace and Office Equipment

The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor's staff. If a Vendor has specific requirements, they must be included in the Vendor's Proposal.

H-25.13.4 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.

H-25.13.5 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.

H-25.13.6 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.

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H-25.13.7 Intellectual Property

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

H-25.13.8 IT Required Work Procedures

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

H-25.13.9 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. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall 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.

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- 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.

H-25.13.10 Email Use

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

H-25.13.11 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).

H-25.13.12 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.

H-25.13.13 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.

H-25.13.14 Confidential Information

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.

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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.

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.

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.

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

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the date specified in the State's notice to the Vendor without any State liability to the Vendor.

This Contract Agreement, Appendix H Section H-25.12.14: Confidential Information shall survive the termination or conclusion of a Contract.

H-25.14 Pricing

H-25.14.1 Project

The Vendor must include, within the Project's 's firm fixed price (FFP), all One-Time Hardware, Software, Services, Training and Other costs. In addition, Vendor must include Recurring Costs for 5 years that are in addition to the FFP of the Project One-Time costs. Pricing worksheets are provided in Appendix F: *Pricing Worksheets*.

H-25.14.2 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. A Payment Schedule shall be defined in the Contract.

H-25.14.3 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.

H-25.14.4 Credits

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

H-25.14.5 Records Retention and Access Requirements

APPENDIX H 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 Vendor 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

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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.

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.

H-25.14.6 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

APPENDIX H Hosts and expenditures.

H-25.15 Termination

This section H-25.14 shall survive termination or Contract conclusion.

H-25.15.1 Termination for Default

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.** To perform any other covenant, term or condition of the Contract

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

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- a) **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.**
- b) **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.**
- c) 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;
- d) Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e) Procure Services that are the subject of the Contract from another source and 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

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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.

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.

H-25.15.2 Termination for Convenience

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

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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.

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.

H-25.15.3 Termination for Conflict of Interest

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.

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.

H-25.15.4 Termination Procedure

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 **APPENDIX H** including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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;

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- 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.

H-25.16 Limitation of Liability

H-25.16.1 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, Appendix H Section 1.8 of the Contract Agreement – 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.

H-25.16.2 The Vendor

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, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.12.14: Confidential Information, which shall be unlimited.

H-25.16.3 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.

H.25.16.4 Survival

This Contract Agreement, Section H-25.15: Limitation of Liability shall survive termination or Contract conclusion.

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H-25.17 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.

H-25.18 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.

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H-25.19 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.

H-25.20 Venue and Jurisdiction

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

H-25.21 Project Holdback

The State will withhold 10% of the agreed Deliverables pricing tendered by the Vendor in this engagement until successful completion of the Warranty Period as defined in Appendix H Section 25-10.1: Warranty Period.

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H-25.22 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 initial set up cost and Vendor shall pay recurring maintenance costs. The source code shall be released to the State if any of the following events has occurred:

- a. The Vendor has made an assignment for the benefit of creditors;
- b. 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;

Vendor defaults under the Contract; or

- e. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

TERMS AND DEFINITIONS

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

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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	For negotiated procurements, a Vendor's final offer following

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(BAFO)	the conclusion of discussions.
BMS	Business Management Systems
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
Bridges	Child welfare and case management system for the Divisions for Children, Youth and Families (DCYF) and Juvenile Justice Services (DJJS).
CCP	Change Control Procedures
CR	Change Request
Cognos	IBM Business Intelligence and Performance Reporting Software
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.
Client-Centric	A view of all services delivered to a client across multiple service delivery systems
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract
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
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.
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

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	data from a legacy system and successfully converts it to form that can be used by the new system.
COS	Category of Service
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
Datamart	A logical and physical subset of the data warehouse's presentation area. In its most simple form, a datamart represents data from a single business process.
DBA	Database Administrator
DDI	Design Development and Integration
Deficiencies/Defects	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</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.

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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.
DHHS	Department of Health and Human Services
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
DW/DDS	Data Warehouse/Decision Support System
EDW	Enterprise Data Warehouse (aka, data warehouse). The conglomeration of an organization's data warehouse staging and presentation areas, where operational data is specifically structured for query and analysis performance and ease-of-use.
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
ESB	Enterprise Service Bus
ESRI	Geographic information system (GIS) technology leverages this geographic insight to address social, economic, business, and environmental concerns at local, regional, national, and global scales.
ETL	Extract/Transform/Load
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
GIS	Geo-Spatial Information System

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Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System operational for processing the Data.
Implementation Plan	Sets forth the transition from 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.
Lawson	State accounting system
Licensee	The State of New Hampshire
MCCDR	Master Client-Centric Data Repository
MCO	Managed Care Organization
MME	Managed Metadata Environment
MMIS	Medicaid Management Information System
NECSES	New England Child Support Enforcement System
New Heights	Computer system automates the eligibility determination process for a broad range of NH health and human service programs.
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

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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
NPI	National Provider Identifier
ODBC	Open Data Base Connector
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.
ODS	Operational Data Store. A physical set of tables sitting between the operational systems (i.e., live systems) and the data warehouse. Typically data residing in an ODS is a "day old" snapshot of the operational system.
Options	Case management activities including intakes, client assessment, case tracking, claims payment, and service authorization. They also use the system for service provider management, operational reporting and support of the Family Caregiver Program.
Oracle	Commonly referred to as the Oracle Database or Oracle RDBMS
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

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	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
SaaS	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
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	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
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.

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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	The duration of the Contract.
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

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	requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/Vendor	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 at least 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.

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APPENDIX I: SUMMARY OF PROPOSAL DOCUMENTS TO BE SUBMITTED BY VENDOR

Vendor must submit the following documents for consideration by the State in response to this RFP. This is a list of minimum required documents. Additional documents may be submitted.

1. Letter of Intent to Bid – submitted prior to Proposal submission (see Section 4.4)
2. Proposal Transmittal Form (see Section 4.18.4)
3. Proposal (see Section 4, Appendix D)
4. Preliminary Project Work Plan
5. Minimum Standards for Proposal Consideration (see Appendix B)
6. Completed Table C-2.2 – Attachment Y
7. Completed Table C-3 (Deliverables)
8. Vendor Qualifications Supporting Documents (see Appendix E)
9. Completed Tables F-1 through F-5 – Attachment F
10. References – other client engagements

Proposal Requirements are listed in Section 3.2.

Proposal Instructions are listed in Section 4.

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APPENDIX J: SUPPORTING DOCUMENTATION

The following documents shall be listed on the State of New Hampshire website as Attachments to this RFP in PDF file format. The State of New Hampshire will send the Microsoft Office versions of selected documents to those Vendors that submit a Request Form as required in Attachment E.

1. Attachment D: DHHS Standard Exhibits
 - a. Exhibit D: Certification Regarding Drug Free Workplace Requirements
 - b. Exhibit E: Certification Regarding Lobbying
 - c. Exhibit F: Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - d. Exhibit G: Certification Regarding the Americans with Disabilities Act Compliance
 - e. Exhibit H: Certification Regarding Environmental Tobacco Smoke
 - f. Exhibit I: HIPAA September 2009
2. Attachment E: Request Form (i.e. Supporting Microsoft Documents and Data Set Descriptions)
3. Attachment F: Appendix Tables F-1 through F-5 Pricing Worksheets
4. Attachment M: Manchester Dialogue FINAL
5. Attachment X: Table C-2.1 - High Level Mandatory Requirements
6. Attachment Y: Table C-2.2 - Detail Business and Technical Requirements
7. Attachment Z: System Overviews of Interfacing Source Systems