

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DOC - RFP 2014-051 ELECTRONIC HEALTH RECORD SYSTEM**

**RFP Cover Sheet**

<b>Name of Agency/Division: NH Department of Corrections</b>	
<b>Contract Number/Name:</b>	
<b>RFP Purpose: Procure an Electronic Health Record for implementation at all sites managed by the NH Department of Corrections</b>	
<b>DOIT <input type="checkbox"/> or Agency <input checked="" type="checkbox"/> Funding</b>	
<b>Background Information:</b> The New Hampshire Department of Corrections is currently in the process of developing a Request for Proposal (RFP) for the procurement of an Electronic Health Record System. The Department has issued a Request for Information (RFI) and received those responses. Utilizing those responses and product demonstrations, the NH Department of Corrections, in conjunction with the NH Office of Technology (OIT), is preparing the RFP for bid.	
<b>Special Concerns:</b> <b>The product needs interoperability, bi-directional interfaces with our clinical partners and existing IT applications, user friendly for the professionals utilizing the product, and be tailored for the unique environment of correctional healthcare.</b>	
<b>Submitted By: Director of Medical &amp; Forensic Services</b>	<b>Current Date: 6/6/2014</b>
<b>Phone: 603-271-3707</b>	<b>Email: hhanks@nhdoc.state.nh.us</b>

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**DEPARTMENT OF CORRECTIONS**  
**ELECTRONIC HEALTH RECORD SYSTEM**  
**RFP 2014-051**

**RFP ISSUED.....June 6, 2014**

**VENDOR CONFERENCE.....June 27, 2014, 1:00 PM EST**

**AT: NH Department of Corrections  
Fox Chapel  
105 Pleasant Street  
Concord, NH 03301**

**STATE PROJECT MANAGER..... Helen Hanks, Director  
hhanks@nhdoc.state.nh.us  
603-271-3707**

**PROPOSALS DUE.....August 15, 2014 1:00 PM**

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## **1. INTRODUCTION**

The State of New Hampshire, acting through the Department of Corrections, is releasing this Request for Proposal (RFP) to procure a Commercial-Off-The-Shelf (COTS) software system and associated services for the Department of Corrections ("DOC") to create cross site electronic transfer of healthcare information from our geographically distant facilities, as well as with our community based healthcare partners, to provide appropriate healthcare services to clients under the custody and care of the DOC. The product in turn will put the DOC at a community based standard and provide ease of access to health information exchanges.

### **1.1 Contract Award**

The State plans to execute a Contract as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted proposals in accordance with the review process outlined in Section five (5) below. 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 or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

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 (G&C) 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.

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning **January 1, 2015** or upon approval of the Governor and Executive Council of the State of New Hampshire whichever is later through **June 30, 2019**, with an option to renew for one (1) additional period of up to five (5) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

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

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

### **1.3 Project Overview**

**Department of Corrections:** The goal of the New Hampshire Department of Corrections is to assure that New Hampshire's communities are protected. This task is accomplished through the confinement of convicted offenders to prison or to supervision while they reside in the community. As in the community setting, healthcare for prisoners is an expensive and staff-intensive operation. Nurse, physicians, dentists, behavioral healthcare professionals and other allied health staff provide primary and behavioral health care at each our designated facilities. Chronic disease management, dental care, vision care, imagery services, health screening, specialty care clinics and emergency care are some of the services provided on site. Healthcare as defined through this RFP is inclusive of behavioral health services. Healthcare is provided at four major sites primarily, which include New Hampshire State Prison for Men and Secure Psychiatric Unit (SPU) located in Concord, NH, Northern Correctional Facility located in Berlin, NH and the New Hampshire State Prison for Women located in Goffstown, NH. Some levels of service are provided at the Transitional Housing units dispersed in the central and southern areas of the State.

Additional information regarding the NH Department of Corrections can be found at the web site <http://www.nh.gov/nhdoc/>.

**EHR Objectives:** Objectives for the new EHR information system include:

- Improve efficiency and effectiveness in providing patient services;
- Improve patient safety by reduction of medical error rates;
- Improve communication between healthcare provider staff;
- Improve communication with outside providers of consultative patient services;
- Integrate patient information across the departments so that once captured it is communicated to all relevant applications and application modules;
- Provide computer applications to update existent manual patient care documentation processes;
- Provide a computer based information system that can provide simultaneous access to patient care information by Department healthcare provider staff;
- Provide better integration of information system application functionality within the State healthcare provider sites;
- Provide a vendor-supported application(s) that replaces facility-specific custom developed database applications;

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- Provide a modern healthcare information system consistent with today's evolving healthcare IT standards in the U.S.;
- Facilitate participation in regional, statewide and national healthcare information organizations;
- Provide improved State healthcare provider management data;
- Facilitate analysis of healthcare facility management data and patient data;
- Improve reliability of clinical and business processes by providing timely reminders;
- Support better management of chronic patient diseases;
- Facilitate protocol and workflow driven processes;
- Improve access to medical databases and other patient care literature;
- Facilitate better patient transport scheduling to reduce transport expenses;
- Support information needs for telemedicine based patient healthcare services;
- Support claims processing for NHDOC Financial Services with electronic claims processing;
- Meet industry standards for compliance with meaningful use standards with 2014 Office of National Certification.
- Meet industry standards for health information exchange such as HL7 format.
- Provide standard health care utilization management reports at a minimum monthly and annually. Provide the ability to create ad-hoc reporting.
- Provide data extracts on a scheduled basis for management reporting;
- Provide bi-directional interfaces to the Data Warehouse and other software; and products used in the delivery of healthcare and reporting.

#### **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.

If your organization plans to utilize subcontractors for any portion of the services identified in this RFP, please include the subcontractor information, to include the types of services or functions in which you would plan to subcontract, and a brief company profile. Said subcontractors shall meet all requirements described in this RFP. Subcontracting of services shall require prior approval by the NH Department of Corrections.

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

## **2. SCHEDULE OF EVENTS**

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

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<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
RFP released to Vendors (on or about)	June 6, 2014	2 pm
Vendor Inquiry Period begins (on or about)	June 9, 2014	2 pm
Notification to the State of the number of representatives attending the Optional Vendor Conference	June 20, 2014	2 pm
Optional Vendor Conference; location identified in General Instructions, Section 4.3	June 27, 2014	10 am
Vendor Inquiry Period ends	July 3, 2014	2 pm
Final State responses to Vendor inquiries	July 25, 2014	1 pm
Final date for Proposal submission (deadline)	August 15, 2014	1 pm
Invitations for oral presentations	Week of September 2nd, 2014	TBA
Vendor presentations/discussion sessions/interviews, if necessary	Week of September 15th, 2014	TBA
Anticipated Governor and Council approval	December 2014	TBA
Anticipated Notice to Proceed	January 2015	TBA

**3. SOFTWARE, REQUIREMENTS AND DELIVERABLES**

**3.1 Software**

The State seeks "Modified" Commercial-Off-The-Shelf (COTS) Software for this Contract. Each Proposal must present Software that can fully support the required functionality listed in Appendix C: System Requirements and Deliverables.

Definition of "Modified" COTS is based on the recognition that a COTS designed for a community based healthcare provider will need modification due to its use in a correctional healthcare environment. Through out the remainder of the RFP the term COTS will mean a modified COTS system.

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**3.2. Requirements**

- 3.2.1. Appendix B:** *Minimum Standards for Proposal Consideration*, compliance with System requirements, use of proposed COTS Software, Vendor Implementation experience, and proposed Project Team.
- 3.2.2. Appendix C:** *System Requirements and Deliverables*
- 3.2.3. Appendix D:** *Topics for Mandatory Narrative Responses* for Software, Technical Services, and Project Management topics.
- 3.2.4. Appendix E:** *Standards for Describing Vendor Qualifications* including Vendor corporate qualifications, team organization and key staff, Candidates for 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 for these deliverables are provided in Appendix F: Pricing Worksheets. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: System Requirements and Deliverables. Appendix D: Topics for Mandatory Narrative Responses solicits responses, which will expound on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, Technical Services, and Project Management topics.

**4. INSTRUCTIONS**

**4.1 Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by the Department of Corrections, no later than the time and date specified in Section 2: *Schedule of Events*. All proposals must be sealed or they shall not be accepted.

Proposals sent via U.S. Mail must be addressed to:

**State of New Hampshire  
Department of Corrections  
c/o Director of Medical & Forensic Services  
P.O. Box 1806, Concord, NH 03302**

Proposals hand delivered must be addressed to:

**State of New Hampshire  
Department of Corrections**

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**c/o Director of Medical & Forensic Services  
Governor Hugh J. Gallen State Office Park South Complex  
Main Building, Room 308A  
105 Pleasant Street  
Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE  
Department of Corrections**

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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 Corrections, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. The State accepts no responsibility of performance provided by global courier services for express or overnight deliveries. Any damage that may occur due to shipping shall be the Vendor's responsibility. Any proposal received after the deadline shall be considered "technically non-responsive" with the proposal unopened and unevaluated.

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. Two (2) original (bound only by a binder clip with no holes punched into the documents) and three (3) clearly identified copies of the Proposal, including all required attachments (The copies can be submitted in binders);
- b. One (1) copy of the Proposal *Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL"; and
- c. One (1) electronic copy on CD ROM in MS WORD format.

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

#### **4.2 Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the

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RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

**NH Department of Corrections  
Medical Operations Administrator  
P.O. Box 1806  
Concord, New Hampshire, 03302  
Telephone: (603) 271-5665  
Email: jleeka@nhdoc.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. Inquires received will be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process.

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 may not be considered.

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

**4.2.1 Restriction of Contact With State Employees**

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

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**4.3 Vendor Conference**

A **non-mandatory** Vendor Conference will be held at the following location on the date and at the time identified in Section 2: *Schedule of Events*:

**NH Department of Corrections  
Fox Chapel  
105 Pleasant Street  
Concord, NH 03301**

All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Attendance by teleconference is permitted. Phone numbers will be emailed to registrants upon request. Vendors are requested to RSVP via email the RFP State Point of Contact by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

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

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

**4.4 Alteration of RFP**

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

**4.5 RFP Addendum**

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

If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department

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of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>. This notification will also serve as a Public Notice.

The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.

The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.

Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Deadline specified in Section 2: *Schedule of Events*, the Department may postpone the Proposal Deadline for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website with the RFP prior to the Proposal Due Date listed in this RFP.

**4.6 Non-Collusion**

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

**4.7 Validity of Proposal**

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

**4.8 Property of the State**

All material received in response to this RFP shall become the property of the State and shall not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal. Regardless of the Vendor selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendors awarded Contract shall become public information upon approval of the Governor and Executive Council of the State of New Hampshire.

**4.9 Confidentiality of a Proposal**

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

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#### **4.10 Public Disclosure**

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under [RSA 91-A](#). In addition, in accordance with [RSA 9-F:1](#), any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under [RSA 91-A:5, IV](#). If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

#### **4.11 Security**

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

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infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and data.

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

#### **4.12 Non-Commitment**

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

#### **4.13 Proposal Preparation Cost**

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

#### **4.14 Oral Presentations/Interviews and Discussion**

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

#### **4.15 Required Contract Terms and Conditions**

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

#### **4.16 Proposal Format**

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder, **except for the two originals** which are to be bound by a binder clips without hole punches.
- 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) point; single line spacing.
- 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.

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- Tabs should separate each section of the Proposal.
- All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be permitted.

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

#### **4.17 Proposal Organization**

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

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

#### **4.18 Proposal Content**

##### **4.18.1 Cover Page**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
  
RESPONSE TO DOC RFP 2014-051  
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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.

##### **4.18.2 Transmittal Form Letter**

The Vendor shall submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any

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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 \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**To:** NH DOC State Project Manager: Director of Medical & Forensic Services  
Telephone (603) 271-3707  
Email: hhanks@nhdoc.state.nh.us

**RE:** Proposal Invitation Name: ELECTRONIC HEALTH RECORD SYSTEM  
Proposal Number: 2014-051  
Proposal Due Date and Time: August 15<sup>th</sup> 2014 at 1pm E.D.T..

Dear Sir or Madam:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH Department of Corrections 2014 ELECTRONIC HEALTH RECORD SYSTEM at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP 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 2014-051 and any subsequent signed Addendum (a).

Our official point of contact: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Signature Printed: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

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**4.18.3 Table of Contents**

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

**4.18.4 Section I: Executive Summary**

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

**4.18.5 Section II: Glossary of Terms and Abbreviations**

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

**4.18.6 Section III: Responses to System Requirements and Deliverables**

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

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

**4.18.7 Section IV: Narrative Responses**

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

**4.18.8 Section V: Corporate Qualifications**

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

**4.18.9 Section VI: Qualifications of Key Vendor Staff**

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

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**4.18.10 Section VII: Cost Proposal**

The Cost Proposal must include the following:

- The **Activities/Deliverables/Milestones Pricing Worksheet** prepared using the format provided in Table F-1 of Appendix F: **Pricing Worksheets** and any discussion necessary to ensure understanding of data provided;
- A **Proposed Vendor Staff, Resource Hours and Rates Worksheet** prepared using the format provided in Table F-2 of Appendix F: *Pricing Worksheet* and any discussion necessary to ensure understanding of data provided;
- A **Future Vendor Rates Worksheet** prepared using the format provided in Table F-3 of Appendix F: **Pricing Worksheets** and any discussion necessary to ensure understanding of data provided;
- A **Software Licensing, Maintenance and Support Pricing Worksheet** prepared using the format provided in Table F-4 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided.

**NOTE: SECTION VII COST PROPOSAL, MUST BECOME PUBLIC INFORMATION AND AS SUCH SHALL NOT BE MADE CONFIDENTIAL OR PROPRIETARY. PROPOSALS SUBMITTED WITH ALL OR PART OF SECTION VII LABELED CONFIDENTIAL OR PROPRIETARY SHALL NOT BE CONSIDERED RESPONSIVE AND SHALL NOT BE ACCEPTED.**

**4.18.11 Section VIII: Financial Statement**

**4.18.12 Section IX: References**

**4.18.13 Section X: Copy of the RFP and any signed Addendum(a) - required in original Proposal only**

**4.18.12 Section XI: Appendix-** This section provided for extra materials as referenced in Appendix D such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

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## **5. PROPOSAL EVALUATION PROCESS**

### **5.1 Scoring Proposals**

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

If the State, determines to make an award, 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 selected 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 **1000** points, which shall be applied to the Solution as a whole. Points will be distributed among the following factors and listed in no particular weighted order:

Evaluation Criteria	Point Value
Proposed Software Solution	300
A. Industry Standard Format	100
Technical, Service & Project Management Experience	150
Vendor Company	75
Staffing Qualifications	75
Cost Solution (Rates and Pricing)	300
<b>Total</b>	<b>1000</b>

### **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;
- Oral interviews and product demonstrations; 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**

The State will establish an evaluation team to initially score Proposals.

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

**5.3.4 Best and Final Offer**

The State **will not** be requesting a Best and Final Offer. The State plans to negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring Vendor.

**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. Reference and background checks will be made for finalist or finalists as appropriate. 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 Software Solution**

The Vendor's Proposed Software Solution will be allocated a maximum score of (1000) points. The main purpose of this section is to measure how well the solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

**Factors include but are not limited to:**

**CERTIFICATION REQUIREMENTS: HIPAA/CJIS/2014 ONC certified**

**Software Architecture** - Scoring this aspect of the proposals will include: how well the solution will adapt to the organization (or does the organization have to adapt to it), How does it fit with the organization's other products and business strategies? Can it adapt to future organizational changes? Does it support organizational technical strategies? Can it easily accommodate any planned or possible growth?

**Application** – Is there a user group for the application? How long has it been in operation? What is its market share? Is cost of upgrade shared by user groups or the sole responsibility of the State? Is this included with the cost of Software Maintenance? How are future upgrades determined? These and other factors will help the State to understand the costs and opportunities of using this software in the future.

**Features** - How well does the solution do the things the System needs to do?

**Compatibility with State Systems** - The degree to which the System uses technologies similar to other Agency systems, ease of System modification, integration, bi-directional interfacing and data storage.

**User Friendliness/Usability and Efficiency** - How quickly can users perform a needed task? How easy is it to learn, is it intuitive? Is its navigation and interface similar to other software used? How steep is the learning curve?

**Criteria for these scores will be found in but are not limited to:**

**Proposal Section III: Responses to Requirements and Deliverables**

**Attachment C-2:** Requirements, particularly business requirements

**Proposal Section IV: Narrative Responses**

**Vendor Presentation and Demonstration**

**5.4.1.A Industry Standard Formats**

The degree to which the vendor uses current coding conventions such as ICD 10, DSM-V, Clinical Procedure Terminology (CPT, HCPCS, Medicare and Medicaid Claims formats, HL7, and Direct Standards and Protocols for Health Information Exchange.

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

The State will score the technical merits of how the Vendor proposes to carry out the implementation and maintain the Solution. The Implementation of the Solution will require the Vendor to customize or configure the application to meet the requirements of the State, monitor and ensure its operation throughout the warranty period and, if maintenance is to be provided, to be a partner in the Solution's operation throughout its useful life. Technical details of the System, administrative procedures, how the Vendor manages its team, the Project, and the technical environment will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

**Factors include but are not limited to:**

**Protection of Data** – The degree to which continuous operations are insured against unexpected problems.

**Compatibility with State IT Expertise and Training Approach** - What is the degree to which the System uses technologies which may be supported by State personnel.

**Project Execution** - Do company procedures facilitate: communication with the State, the early discovery and resolution of problems, efficient and effective operation through Implementation and an effective support structure of the System.

**Project Management Competence** - Administrative, management quality control and oversight

**Ongoing Operations** – Post warranty operation and support

**Criteria for these scores will be found in but are not limited to:**

**Proposal Section IV: Narrative Responses**

**Proposal Section III: Responses to Requirements and Deliverables**

**Attachment C-2 – Technical Requirements**

**Proposed Work Plan**

**References**

**5.4.3 Scoring of Vendor Company Qualifications**

Vendor Company qualifications summary must establish that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

**Factors include but are not limited to:**

**How long in business** – A proven track record of operation for a number of years that the company will continue to support the System.

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**How many years experience with this product** – Demonstrated competence in working with the proposed product or Technology and demonstrated correctional healthcare experience.

**Bench Strength and support structures** – The State will consider the depth of required technical skill within the company as well as the Vendor's plan for knowledge transfer to State staff.

**References** - The measure of a company's worth is more accurate when made by a third party, which has partnered with the company in a similar project.

**Litigation** – The relevance of involvement of the company in litigation will be considered.

**Financial Strength** – Demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following; please check off one (1) of boxes below submitted with your Proposal:

Check	Description
<input type="checkbox"/>	a copy of the organization's most recent full set of financial statements
<input type="checkbox"/>	a copy of the organization's audited set of financial statements from an independent Certified Public Accountant (CPA) firm

Vendor also needs to indicate the percentage of EHRS revenue spent on research and development.

**Criteria for these scores will be found in but are not limited to:**

**Proposal Section V: Corporate Qualifications**

**References**

**5.4.4 Scoring of Vendor Staffing Qualifications**

Vendor Staff shall have the training and experience to support the Vendor Company's plans to implement and support the System.

**Factors include but are not limited to:**

**Staff Training** – Staff shall have relevant training to carry out the Project.

**Staff Certifications** – For equipment and software that require specific certification to support and configure the products, the vendor shall demonstrate staff attainment of these certifications.

**Staff Experience** – Training and certification is important but experience with similar projects will be a major contributor to a smooth Implementation.

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**Size and composition of Vendor Team** – Are there sufficient staff resources and sufficient qualifications and experience within the Vendor team to carry out the Project?

**Criteria for these scores will be found in but are not limited to:**

**Proposal Section VI: Qualifications of Key Staff**

**Vendor Presentations**

**References**

#### **5.4.5 Scoring the Software Solution Cost**

The State will consider both Implementation and subsequent ten (10) year license and maintenance costs, provided in Tables F-1: **Activities/Deliverables/Milestones Pricing Worksheet**, F-5: **Software Licensing, Maintenance, and Support Pricing Worksheet** and, if appropriate, F-6: **Web Site Hosting, Maintenance, and Support Pricing Worksheet**. The cost information required in a Proposal is intended to provide a sound basis for comparing costs.

The lowest cost proposal that meets the requirements of the RFP will receive the highest points. All other points will be distributed based on the percent difference between cost proposals submitted by the vendors and total points allocated for cost.

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## **APPENDIX A: BACKGROUND INFORMATION**

### **A-1 Department of Corrections**

The goal of the New Hampshire Department of Corrections is to assure that New Hampshire's communities are protected. This task is accomplished through the confinement of convicted offenders to prison or to supervision while they reside in the community. As in the community setting, healthcare for prisoners is an expensive and staff-intensive operation. Nurse, physicians, dentists, behavioral healthcare professionals and other allied health staff provide primary and behavioral health care at each our designated facilities. Chronic disease management, dental care, vision care, imagery services, health screening, specialty care clinics and emergency care are some of the services provided on site. Healthcare as defined through this RFP is inclusive of behavioral health services. Healthcare is provided at four sites, which include New Hampshire State Prison for Men and Secure Psychiatric Unit located in Concord, NH, Northern Correctional Facility located in Berlin, NH and the New Hampshire State Prison for Women located in Goffstown, NH.

The current methodology for the creation and maintenance of the NHDOC's healthcare record is paper. Inpatient SPU and prison health records are created upon initial admission to both facilities in custom binders. From admission to discharge all entries that describe DOC provider encounters, laboratory, x-ray and EKG test results, records from outside medical care including hospitalizations, emergency room, outpatient surgery and specialist consultations are filed individually within each inmate/patient record. Also, all records requested from other healthcare providers are maintained in paper format within the health record. This system requires hours of filing daily at all prison sites and the SPU. As a result of long years of both commitment and incarceration, each inmate/patient record can extend to multiple volumes of paper. Since there is finite shelving and filing capacity, some active records are maintained in remote storage. All dental records are created and maintained in paper format as well.

The transition to an electronic health record will provide instant access, capture lab and x-ray results through interfaces and alleviate the current burdensome procedures and storage issues that are associated with paper files.

Additional information regarding the NH Department of Corrections can be found at the web site <http://www.nh.gov/nhdoc/>.

#### **Goals and Objectives for the Electronic Health Records System are:**

- Improve efficiency and effectiveness in providing patient services;
- Improve patient safety by reduction of medical error rates;
- Improve communication between healthcare provider staff;

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- Improve communication with outside providers of consultative patient services;
- Integrate patient information across the departments so that once captured it is communicated to all relevant applications and application modules;
- Provide computer applications to update existent manual patient care documentation processes;
- Provide a computer based information system that can provide simultaneous access to patient care information by Department healthcare provider staff;
- Provide better integration of information system application functionality within the State healthcare provider sites;
- Provide a vendor-supported application(s) that replaces facility-specific custom developed database applications;
- Provide a modern healthcare information system consistent with today's evolving healthcare IT standards in the U.S.;
- Facilitate participation in regional, statewide and national healthcare information organizations;
- Provide improved State healthcare provider management data;
- Facilitate analysis of healthcare facility management data and patient data;
- Improve reliability of clinical and business processes by providing timely reminders;
  - Support better management of chronic patient diseases;
  - Facilitate protocol and workflow driven processes;
  - Improve access to medical databases and other patient care literature;
  - Facilitate better patient transport scheduling to reduce transport expenses;
- Support information needs for telemedicine based patient healthcare services;
- Support claims processing/mapping for NHDOC Financial Services with electronic claims processing;
  - Provide data extracts on a scheduled basis for management reporting;
- Provide bi-directional interfaces and mapping to the Data Warehouse and other appropriate software products as indentified by DOC; and
  - Meet CJIS/HIPAA/2014 ONC certification or current ONC certification.

**LOCATION OF SERVICES**

Health Services are providers at the following locations:

<b>Northern Region – Northern NH Correctional Facility</b>			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
<b>Southern Region – Southern NH Correctional Facilities</b>			
X	NH State Prison for Men – (NHSP- M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)	281 North State Street	Concord, NH 03301
X	Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301

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X	Community Corrections – Men (TWC, North End House & Calumet)	281 North State Street	Concord, NH 03301
X	NH State Prison for Women – (NHSP-W)	317 Mast Road	Goffstown, NH 03045
X	Community Corrections – Women (Shea Farm)	60 Iron Works Road	Concord, NH 03301

\*\*\*\*DOC locations are subject to change.

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**DOC HEALTHCARE PROVIDERS BY SITE:**

Site	Type of Provider	Total Number of FTE's
NCF	Nurses	13
	Prescribers	2
	Dental	1
	Behavioral Health	4
	Medical Records	2
NHSP-M	Nurses	14
	Prescribers	9
	Dental	3
	Behavioral Health	12
	Medical Records	4
SPU/RTU	Nurses	10
	Prescribers	4
	Dental	0
	Behavioral Health	12
	Medical Records	1
NHSP-W	MH Officers	6
	Nurses	5
	Prescribers	3
	Dental	0
	Behavioral Health	6
Medical Records	Medical Records	1
	Physical Therapy	1
	Nutritional Services	1
	Administrators/Clinical Leaders	11
	<b>Total Existing Healthcare Providers</b>	
<b>Total Requested Healthcare Licenses if Pricing is provider based:</b>		<b>140</b>

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**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 Technical Architecture**

Components of the State/Agency technical architecture include:

- State Network Environment: The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, Voice over IP (VOIP) and VPN technologies. Networks have varying levels of integration and connectivity to the statewide core network for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- Internet Access: All State agencies are connected to the State's intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some agencies additionally have their own Internet service providers.
- Department of Corrections: Currently uses Carrier Ethernet connectivity for 100% of all facility connections. Access into network resources is provided by the State SSL VPN solutions. The State also provides the head-end into the network and primary infrastructure servers reside at the State Data Center. Currently all application servers reside at the Department of Corrections data center with minimal infrastructure servers to handle basic network resources such as Active Directory, DNS, Print & File services. Internet access is provided through the State's resources.
  - Certifications/Standards applicable to DOC:
    - CJIS (Criminal Justice Information Services)
    - HIPAA (Health Insurance Portability and Accountability Act) compliance is mandatory.
    - Current ONC certification as detailed by the Affordable Care Act and Federal guidelines.
    - NH State DOIT Standards
  - Network Support for DOC is provided by DOIT. The Vendor will provide assistance in troubleshooting application problems but it will be DOIT's responsibility to make any necessary changes to the network.
  - Server Support:
    - DOC will be responsible for the purchasing of required server hardware based on Vendor specifications.

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- DOC will be responsible for the purchasing of required database software licenses such as Microsoft SQL server based on vendor specifications.
- DOIT staff are responsible for the following functions on a microsoft platform which include but are not limited to:
  - Installation of the hardware, the operating system and the database software. This will include basic configuration of system resources such as databases, directories, permissions, virus software, etc.
  - Patches, updates and configuration of the server operating system/database software.
  - Backup of the server, application and database
  - IIS and Event logging
  - Replication of data for disaster recovery
- Vendor staff are responsible for the following functions which include but are not limited to:
  - EHR Installation, configuration and support of the application.
  - EHR application patches and upgrades
  - EHR application logging
  - Second Tier troubleshooting for application problems or providing support in resolving user issues that are outside the first tier support provided by DOC staff.
- The Vendor will have access to the application on the servers through the State of New Hampshire VPN.
- Vendor VPN and DOC Active Directory accounts will be created and managed by DOIT based on authorization from DOC.

**A-2.2 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 H) dated after April of the current year and available from the Department of Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: [www.sos.nh.gov/corporate/Forms.html](http://www.sos.nh.gov/corporate/Forms.html)
- b. Certificate of Vote (Appendix H)

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- c. Proof of Insurance compliant with Appendix H **State of New Hampshire Terms and Conditions**, Long Form Contract (P-37).
- d. State of New Hampshire Long Form Contract (P-37) (Appendix H)
- e. Comprehensive General Liability Insurance Acknowledgement Form, form available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)
- f. State of New Hampshire Alternate W-9 Form, form available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)
- g. NH Department of Corrections Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement, form available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)
- h. NH Department of Corrections Administrative Rules, Conduct and Confidentiality Agreement, form available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)
- i. Federal Bureau of Investigation Criminal Justice Information Services Security (CJIS) Addendum Agreement, form available on: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)
  - Additional information referenced in the CJIS Addendum Agreement can be found at: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)
- j. Prison Rape Elimination Act (PREA) Form can be found at: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)
  - Additional information referenced in the CJIS Addendum Agreement can be found at: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm)

**A-4 State Project Team**

State high-level staffing for the Project will include:

**A-4.1 Project Sponsor**

The Project Sponsor, **William Wrenn, DOC Commissioner** will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

**A-4.2 State Project Manager**

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

Major duties include:

- Leading the Project;
- Promoting the Project statewide;

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- Developing Project strategy and approach;
- Engaging and managing all Vendors;
- Managing significant issues and risks;
- Managing stakeholders' concerns; and
- Allocating resources as appropriate to fulfill duties.

**A-4.3 State Subject Matter Experts**

State subject matter experts will consist of DOIT and DOC staff members identified based on their competencies to assist the project as it relates to healthcare business systems and software/hardware needs evaluations for implementation of this proposal.

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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.

**B-2 Compliance with System Requirements**

System requirements and Deliverables are listed in Appendix C: **System Requirements and Deliverables** in this RFP. The proposed Vendor's Solution must be able to satisfy all of mandatory requirements, or other conditions listed.

**B-3 Current Use of Vendor Proposed Software – Current Implemented Sites Of Vendor Proposed Software**

Components that constitute the Vendor's proposed Software suite shall be fully implemented and operational in at least two (2) government entities comparable in size and complexity to the State of New Hampshire Department of Corrections.

**B-4 Vendor Implementation Service Experience**

The Implementation Vendor must have completed the Vendor proposed Software Implementation for at least two (2) government clients comparable in size and complexity to the State of New Hampshire within the last five (5) years. The specific Vendor proposed Software version and functionality must be described.

**B-5 Proposed Project Team**

The proposed Vendor Project Team must include individuals with substantial experience in at a minimum:

- Project Manager
- Clinical subject matter experts in healthcare
- Business analyst with correctional healthcare expertise
- System developer and/or Application programmer.

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- System security
- Networking
- Server Administrator
- Database Administrator
- Training
- Testing/Quality Assurance staff member

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

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**APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES**

**C-1 SCOPE OF WORK**

The Department of Corrections seeks an electronic health records System that conforms to the specifications of this RFP.

The NH Department of Corrections prefers the software be implemented at the Department of Information Technology ("DoIT") provided central hosting site. DoIT provided and maintained data communications networks in the sites will be used to connect to any personal computer (PC) devices, network printers, and other required network based end-user devices.

- The preferred technology requirements are as follows:
- Web based application which requires no other application software loaded on the PC.
- Application should run under Microsoft Internet Explorer. The State of New Hampshire currently uses Microsoft Internet Explorer 8.0 as the supported browser for the agency.
- Microsoft SQL Server 2008 or newer.
- Microsoft Windows Server 2008 or newer.

While the implementation of any system requires a considerable commitment of time and resources, DOC is seeking a vendor who can provide significant leadership in establishing a well thought-out implementation plan and executing that plan with minimal impact on practice operations. The plan should set realistic expectations for the staff resources required and the timeframes for completion. DOC personnel will have minimal involvement in the implementation of vendor EHR systems at physician practices.

**C-2 BUSINESS REQUIREMENTS**

- A. Business: In addition to all other specifications described in this RFP, the proposed Solution must meet the requirements checklist (Table C-2 General Requirements Vendor Response Checklist. Table C-2 is included as an attachment to RFP 2014-051. Vendors are required to complete this attachment and include it in their Proposal.
- B. Other (Excel spreadsheets tabs):
  1. Application-Software
  2. Hardware Recommendations
  3. Testing
  4. Support & Maintenance
  5. Project Management

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**C-3 DELIVERABLES**

Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

**Table C-3 Deliverables Vendor Response Checklist (testing, configuration, architect docs, etc)**

<b>Activity, Deliverable or Milestone</b>	<b>Deliverable Type</b>	<b>Proposed Delivery Date</b>
<u>Project management</u>		
Conduct Project Kickoff Meeting	Non-software	Week 1- 2
Project Work Plan, including milestones	Written	Week 3-5
Design Documentation	Written	Week 5
Participate in design Review	Non-software	Ongoing each week
Status reports/meetings and update to Work Plan	Non-software	Bi-weekly status reports
<u>System software</u>		
System ready for Review and User Acceptance Testing	Software	Week 12
System walkthrough/Review	Non-software	Week 12
<u>User Acceptance Test (UAT)</u>		
Test Plan and scripts	Written	Week 13-16
Train testers	Non-software	Week 6-8
Test functionality	Non-software	Week 12-16
Test security	Non-software	Week 12-16
Perform volume and stress test	Non-software	NA
Support State during UAT/ Share ALL Testing Results with State Project Team	Non-software	Week 12-16
<u>Training</u>		
Training plan and schedule	Written	Week 12
Train users	Non-software	Week 13-16



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**C-4 REQUIRED INTERFACES**

DOC requires interfaces to the following systems:

**Table C-4: EHR Interfaces**

AGENCY NAME	SYSTEM/SUBSYSTEM NAME	FUNCTION	FREQUENCY
DOC	Data-Warehouse	Centralized data warehouse	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Offender Management Vendor	Offender management System	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Laboratory Vendor	Lab results-3 <sup>rd</sup> party vendor	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Radiology Vendor	X-Ray-3 <sup>rd</sup> Party	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Pharmacy Vendor	Pharmacy-3 <sup>rd</sup> Party	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DHHS/DOC	Health Information Exchange (Optional)	Federal Health information portal for healthcare providers	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.

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**APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES**

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

Topic	Page Limit
<b>D-1 Proposed Software Solution</b>	
Topic 0 – Product Literature and Product Description	2 + Literature
Topic 1 – Software and System Architecture	6
Topic 2 – Software Releases	5
Topic 3 – Ad Hoc / Required Reporting	5
Topic 4 – User friendliness and usability	5
Topic 5 – IT , HIPAA Standards/ Current ONC/CJIS	5
Topic 6 – Interface Standards	4
Topic 6A – Product Development	7
Topic 6B – Application Functionality	1
<b>D-2 Technical, Services and Project Management Experience</b>	
<b>D-2.1 Security and Protection of Data</b>	
Topic 7 - System Security	10
Topic 8 - Backup and Recovery	2
Topic 9 - Assurance of Business Continuity	3
Topic 10 - Archiving	2
<b>D-2.2 Compatibility with State Personnel and Training</b>	
Topic 11 - Preparation of State Staff	3
Topic 12 - User Training Approach	6
Topic 13 - Technical Knowledge Transfer	5
<b>D-2.3 Project Execution</b>	
Topic 14 - Implementation Approach	12
Topic 15 - Testing	6
Topic 16- Migration Strategy	3
Topic 17 - Interfaces	3
Topic 18 – Environment Setup	2
Topic 19 – Data Conversion	2

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D-2.4 Project Management Competence	
Topic 20 - System Acceptance Criteria	6
Topic 21 - Status Meetings and Reports	3
Topic 22 - Risk and Issue Management	3
Topic 23 - Scope Control	2
Topic 24 - Quality Assurance Approach	6
Topic 25 - Work Plan	No Limit
D-2.5 Ongoing Operations	
Topic 26 - Additional Services	5
Topic 27 - Help Desk Support	3
Topic 28 - Support and Maintenance	2

**D-1 PROPOSED SOFTWARE SOLUTION**

This section provides a series of topics related to the proposed Software Solution that the State of New Hampshire will consider when evaluating electronic health record system Proposals.

**Topic 0 – Product Literature and Product Description**

Response Page Limit: two (2) + Literature

Each vendor proposal must provide a description of the proposed EHR Solution. This description should not exceed **2 pages**.

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

**Topic 1 – Software and System Architecture**

Response Page Limit: six (6)

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

The State prefers a Web-based System, with a browser as the principal user interface mechanism; although the State is open to alternatives that are proven to provide better value.

Provide a description of the technical architecture of the proposed Solution and complete the tables in **Attachment 4**. The following topics, at a minimum, should be addressed:

- The underlying hardware and networking infrastructure to support the EHR solution;

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- The application software architecture and, for each element of the application (e.g., database, bidirectional user interface, etc.), the technologies and versions used in the product's construction;
- External transactional services architecture (e.g., Rx Hub);
- Application Service Provider based solutions;
- Any other technologies required for a successful installation;
- Is the proposed Software based upon an n-tiered, browser-based architecture?
- Does any part of the proposed Solution require Software (other than a browser) to be installed on the client workstation? If yes, describe Software that must be installed and the access authorization level required to install it.
- Is 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?
- 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 (ex. HISP)?
- What programming languages are used for development, configuration, and customization of the proposed Solution?
- What components of the software, such as middleware, are proprietary?
- 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.)
- When was the core software written?
- What type of documentation of the database schema is available?

If the proposed Solution does not meet the State's preferences for use of Microsoft Operating System 2008 or newer and SQL 2008 or newer for the database tier, discuss the rationale and advantages of the proposed System.

**Topic 2 – Software Releases**

Response Page Limit: five (5)

**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.**

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

- What types (maintenance, enhancement, other) of releases are planned?
- What is the historical (past 3 years) and expected frequency of each type of new release?
- What is the version of the current release?
- How is the content of future releases determined?
- How is the content of a release communicated to the client?
- Do government clients have input through a users' group or some other mechanism?
- Are enhancements made for specific clients included in future releases?
- What specific enhancements are planned for release within the next twenty-four (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?
- What is the average down time needed for a typical release?

**Topic 3 – Ad Hoc/Required Reporting**

Response Page Limit: five (5)

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

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

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

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- Ad hoc reporting;
- Online analytical processing (OLAP);
- Creation of Data extracts, and
- Historical reporting.
- Scheduled reporting in exportable user friendly formats – (e.g. Monthly Utilization Reports by Gender; Top ten (10) ICD-10 by Gender; Compliance of tracking encounters for restricted housing units; HIV reporting to the State Attorney General; Medicaid eligibility; Tracking of Insurance Enrollment; Tracking of High Utilizers of Healthcare services by type of service; Infirmiry Bed Utilization; and Provider Utilization)

New Hampshire agencies are required to submit a variety of reports to federal authorities. Because the same reports are also required by other jurisdictions, the State believes that EHR Software tailored for state governments will provide all or many required reports. Provide a brief overview of federal and state reports provided in the proposed Software. In an appendix organized by federal and state agency, list specific reports provided by form number and name. (e.g. DOJ Death in Custody; Public Health Infectious Diseases; and Prison Rape Elimination Act (PREA))

**Topic 4 – User Friendliness and Usability**

Response Page Limit: five (5)

The State values software that is compatible with its intended user's ability to use it easily and successfully.

- To what extend is the software intuitive based on the likelihood that the user has experienced other applications with similar graphic user interfaces.
- How efficient is the software in terms of the number of operations required to perform basic tasks.
- How does the Vendor's training proposed training process support the application
- How many hours is required to make a new user fully functional

**Topic 5 – IT, HIPAA Standards, current ONC Certification, and CJIS Agreement**

Response Page Limit: five (5)

**The State will evaluate the degree to which IT standards used by the Vendor provided product are compliant with HIPAA and existing State/Federal standards.**

Complete the HIPAA standards chart located in **Attachment 6: HIPAA Standards and HIPAA Business Agreement.**

The proposed Solution must comply with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012).

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- Is the proposed application considered Open Source Software?
- Does it comply with Open Standards, including but not limited to Open Data Formats?
- Describe the degree to which the proposed Solution meets the requirements of RSA 21-R:10, 21-R:11, 21-R:13.

Identify whether standards employed are national in origin or are unique to the proposed Software.

The Vendor will demonstrate their product meets current Office of the National Coordinator for Health Information Technology (ONC) certification.

The Vendor will facilitate the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum FBI CJIS Attachment 7

**Topic 6 – Interface Standards**

Response Page Limit: four (4)

**The State will evaluate the ease of interfacing the Software with other systems as required.**

The DOC anticipates that business partners will need to create interface solutions to the DOC's EHR 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.)?
- Standard integration approach including the number of existing client installations using this standard?
- A list of current practice management system interfaces along with a description of the points of integration (e.g., scheduling). Please list specific products and vendors such as clinical laboratory, x-ray, pharmacy,
- Plans for integration enhancements including specific versions and timeframes?
- Ability and/or plans to offer a service-oriented data exchange architecture including the number of existing client installations using these services?
- 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?

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- 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, i.e. bidirectional, are used with the proposed Software? What degree of flexibility is available?

In addition, please complete the checklist included in **Attachment 5: Integration Checklist**.

**Topic 6A – Product Development**

Response Page Limit: seven (7)

Each Proposal must include a statement describing the Vendor's health care software products, new products in development with delivery dates, targeted health care markets, and software development process (e.g., how new features are prioritized and introduced into products.) This statement should not exceed **7 pages** and must include the worksheets included in **Attachment 2**.

- Complete the tables on Current Product Offering and Products in Development in Attachment 2.
- Describe your process for collecting input for EHR product improvement?
- Describe the end-user tools available in your EHR product that providers can use to customize the software (e.g., create new alerts, reminders).
- Describe your product release process (release schedule, communication, training, etc).
- Describe the current planned enhancements to your EHR product. What is your EHR product development strategy for the next 6 months? 1 year? 18 months?
- What percentage of your total annual revenue do you anticipate spending on EHR product research and development in the next five (5) years?

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- Describe your understanding of CCHIT (The Certification Commission for Healthcare Information Technology) and how your organization will/has participate/d in the national certification process.
- How does your EHR's technical architecture enable integration of 3rd party software (e.g. HISP, Direct Standards Direct Protocol)?
- Describe any current 3rd party connectivity/integration with your EHR (e.g., formulary and prescribing services, practice management systems, decision support providers, laboratory systems, CPOE, Scheduling systems)
- Describe any future plans for strategic partnerships that involve your EHR product.

**Topic 6B – Application Summary**

Response Page Limit: one (1)

Provide an Application Functionality Summary showing which applications provide which functionality. Use the Functionality Table structure in **Attachment 3**. Do not skip any functionality questions or change their sequence. Use an **X** in the cell to indicate that this functionality is included in this application as the application exists in the marketplace currently. Planned future functionality with availability scheduled within six (6) months of the issuance date of this RFP can optionally be noted using an **F** in the appropriate cell.

**D-2 Technical, Services and Project Management Experience**

This section provides a series of technical topics that the State of New Hampshire DOC/DOIT will consider in selecting an EHR solution. A maximum length of response for each topic is defined.

**D2.1 Protection of Data**

**Topic 7 - System Security**

Response Page limit: ten (10)

**The State DOC/DOIT 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:

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- The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
- The authorization methods used to ensure that users and client applications can only access Data and services for which they have been properly authorized.
- The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
- The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
- The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
- The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
- The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
- The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
- The testing methods conducted to load and stress test your software to determine its ability to withstand Denial of Service (DoS) attacks.
- Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
- The ability of your Software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, operating System services, etc.) thereby reducing the software's security vulnerabilities and attack surfaces available to System hackers and attackers.

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?

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- 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 8 – Backup and Recovery**

Response Page Limit: two (2)

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

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

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

Response Page Limit: three (3)

**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.

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- 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**

Response Page Limit: two (2)

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

- The Vendor shall 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.
- Describe the proposed approach for the permanent retention of Data selected by the State in an off-line format.
- Provide a methodology and appropriate tools for the retrieval of the off-line formatted Data.

**D2.2 Compatibility with State Personnel**

**Topic 11 - Preparation of State Staff on the Project Team**

Response Page Limit: three (3)

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

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

**Topic 12 – User Training Approach**

Response Page Limit: six (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.**

- 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.

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

**Topic 13 – Technical Knowledge Transfer**

Response Page Limit: five (5)

**The State will evaluate whether the technical knowledge transfer as described in the Proposal will prepare State staff to accept responsibility for maintaining the Vendor proposed System at the conclusion of Implementation as contracted.**

- The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one learning opportunities for State staff.
- 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 any technical resources that State staff will be able to access to support the application.
- Outline technical documentation that will be provided on the setup, configuration and support of the application.

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- Outline the process for technical staff to report or escalate issues for the application. Include hours of support, time frames for response on reported issues and any additional costs for after hours support.

### **D2.3 Project Execution**

#### **Topic 14 – Implementation Approach**

Response Page Limit: twelve (12)

**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 discontinuing legacy Systems;
  - b. Discuss cost implications of the plan, including implications on maintenance fees; and
  - c. Address the level of risk associated with the plan.

To assist the State in evaluation of the Implementation Plan or plans discussed, include:

- A listing of modules that constitute the proposed Software;
- Identification of modules that should be considered “core;”
- Identification of modules that are neither required nor proposed to satisfy State requirements;
- A general description of functionality contained in each module;
- A description of the steps involved in system implementation including installation, workflow analysis, user training and documentation, data conversion, interface installation, and “go live”;
- A description of how the implementation model can support rapid deployment of the product including descriptions of expected implementation timeframes by practice size;
- A description of the vendor’s staffing plan for the implementation at each practice location and time commitment;

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- A description of the vendor's expectations for what practice staff resources will be available to participate in the implementation process;
- A delineation of vendor and customer responsibilities including a description who is accountable for the overall implementation;
- A description of all of the vendor's training programs, techniques and approaches;
- A description for the level of support provided during the "go live" phase;
- The escalation process in place to resolve unforeseen issues and difficult problems during implementation;
- A description of the services provided by the vendor to maintain the system and respond to problems or concerns in its use after "go live";
- A description of Help Desk operations including hours of operation, weekend support procedures, paging procedures, escalation and issue resolution procedures, ticket tracking & reporting, etc.;
- A description of the vendor's technical support staffing and systems including specifics around the number of support resources located on site and in the field, skill sets, and support options available to clients;
- The vendor's recommendations for procedures to be employed in the event of unexpected downtime; and
- The vendor's assessment of the key success factors in EHR implementation.

Attach the standard Support Service Agreement as well as a sample implementation plan.

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

### **Topic 15 – Testing**

Response Page Limit: six (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.

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- 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 be corrected?
- What specific Software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?
- What role will the State play in classification and prioritization of Defects?
- Will System performance be measured and documented using the State's infrastructure and data? If yes, how?

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

**Topic 16 – Migration Strategy**

Response Page Limit: three (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.**

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- 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 17 – Interfaces**

Response Page Limit: three (3)

**The State will evaluate the quality, ease of programming, and the nature of the proposed assistance in developing required interfaces.**

- Current interfaces to the DOC data-warehouse are listed in Section A-3 of Appendix A: **Current Interfaces**. Some of these interfaces may no longer be needed when the EHR is implemented but others will be required. Describe how bidirectional interfaces will operate in the EHRS environment.
- 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 18 – Environment Setup**

Response Page Limit: two (2)

**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.
- Be sure to distinguish between State and Vendor responsibilities.

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**Topic 19 – Data Conversion**

Response Page Limit: two (2)

**The State will evaluate whether proposed Acceptance criteria will assure that data located in alternative systems can be incorporated into the solution.**

Describe process for importing/converting data from other systems into the solution.'

Describe the process for testing the converted data.

Outline criteria that may impact the decision to import/convert existing data.

- Provide list of current/former clients where the Vendor provided data conversion from existing client system to Vendor's proposed software solution.
- Be sure to distinguish between State and Vendor responsibilities.

**D2.4 Project Management Competence**

**Topic 20 – System Acceptance Criteria**

Response Page Limit: six (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.
- Describe the process for settling outstanding issues.

**Topic 21 – Status Meetings and Reports**

Response Page Limit: three (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 Corrections and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

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- Kickoff Meeting: Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- Status Meetings: Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least biweekly, will address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Vendor will serve as the basis for discussion.
- The Work Plan: must be reviewed at each Status Meeting and updated, at minimum, on a biweekly basis, in accordance with the Contract.
- Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- Exit Meeting: Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Vendor to prepare agendas, background documents, and minutes of meetings. Background documents 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:

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

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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 22 – Risk and Issue Management**

Response Page Limit: three (3)

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

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

**Topic 23 – Scope Control**

Response Page Limit: two (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.

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- Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.

**Topic 24 – Quality Assurance Approach**

Response Page Limit: six (6)

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

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

**Topic 25 - Work Plan**

Response Page Limit: No Limit

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

- The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Define

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both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.

- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
  - All assumptions upon which the Work Plan is based;
  - Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
  - Assignments of members of the Vendor's team identified by role to specific tasks; and
  - Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

## **D2.5 Ongoing Operations**

### **Topic 26 – Additional Services**

Response Page limit: five (5)

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

Discuss how operating system upgrades, database software upgrades and server hardware rebuilds will be handled. Outline who will perform the tasks and indicate if these services are included in the cost of the system. If there will be additional costs for these services, indicate if they are a separate costs or included in yearly maintenance costs.

### **Topic 27 – Help Desk Support**

Response Page Limit: three (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 the EHR. Demands on the State help desk are likely to evolve significantly with Implementation of the proposed Software Solution. For example, a demand for support is likely to peak shortly

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after Implementation. The State seeks support for peak demand and to assist in evolution of its existing capacity.

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

**Topic 28 – Support and Maintenance**

Response Page Limit: two (2)

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

- Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
- Describe how support and maintenance issues are tracked detailing methodology and if any additional software is required.
- Describe process for maintenance of the general knowledge base.
- Describe any particular procedures required to handle escalation and emergency calls.
- Detail the plan for preventive maintenance and for upgrade installations.
- Detail the types and frequency of support tasks required.
- Detail vendor staff requirements for accessing systems for support purposes.

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**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

Vendor qualifications are important factors in selecting Electronic Health Records 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.

In addition to completing the tables in **Attachment 1**, this appendix identifies specific information that must be submitted.

**E-1 Required Information on Corporate Qualifications**

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

**E-1.1 Vendor and Subcontractors**

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

**E-1.1.1 Corporate Overview**

Response Page Limit: two (2)

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

**E-1.1.2 Financial Strength**

Provide at least one of the following:

1. The current Dunn & Bradstreet report on the firm;
2. The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement; and
3. The firm's most recent income tax return. For example, either a copy of the IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form 1040) Supplemental Income and Loss (for partnerships and S corporations) OR IRS Form 1120, U.S. Corporation Income Return. These forms are typically submitted when a Vendor does not have audited financial statements.

**E-1.1.3 Litigation**

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

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**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 five (5) years. Each project description should include:

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

**E-1.1.5 Subcontractor Information**

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

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project.
2. A high-level description of the Subcontractor's organization and staff size.
3. Discussion of the Subcontractor's experience with this type of Project;
4. Resumes of key personnel proposed to work on the Project;
5. Two references from companies or organizations where they performed similar services (if requested by the State);
6. Subcontractors shall meet all requirements described in this RFP; and
7. All subcontractors shall require prior approval by the NH DOC.

**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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- Clinical subject matter experts in healthcare
- Business analyst experts in healthcare
- System developer and/or Application programmer.
- System security
- Networking
- Server Administrator
- Database Administrator
- Testing/QA staff member
- Training

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

**E-2.1 State Staff Resource Worksheet**

Append a completed State Staff Resource Worksheet to indicate resources expected of organization. Expected resources must not exceed those outlined in Section A 4.2. The required format follows.

**Table E-2: Proposed State Staff Resource Hours Worksheet**

<b>State Role</b>	<b>Initiation</b>	<b>Configuration</b>	<b>Implementation</b>	<b>Close Out</b>	<b>Total</b>
Project Manager					
Position 1					
Position 2					
Position 3					
Position 4					
Position 5					
<b>State Total</b>					

**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.

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;

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- 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**

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

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

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

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

<b>Activity, Deliverable or Milestone</b>	<b>Proposed Date</b>	<b>Pricing/Payment</b>
Conduct Project Kickoff Meeting		
Status Meetings		
Project Work Plan		
Goals and Objectives Document		
Requirements/Business Analysis Activity		
Requirements/Functional Design Documentation		
Application, Server and Network topology		
Conduct Technical and Information Architecture Review And Develop Plan		
Database Architecture and Data Dictionary		
Application Development/Configuration		
Performance Tuning & Stress Testing Results		
User Acceptance Test Plan		
Training Plan/Conduct Training		
Post Implementation Support and Maintenance Plan		
	<b>Total</b>	

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**F-2 Proposed Vendor Staff, Resource Hours and Rates Worksheet**

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

**Table F-2: Proposed Vendor Staff, Resource Hours and Rates Worksheet**

Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
<b>Project Manager</b>						
<b>Position #1</b>						
<b>Position #2</b>						
<b>Position #3</b>						
<b>TOTALS</b>						

**F-3 Future Vendor Rates Worksheet**

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

**Table F-3: Future Vendor Rates Worksheet**

Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018	SFY 2019
Project Manager					
Position #1					
Position #2					
Position #3					

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**F-4 Software Licensing, Maintenance, and Support Pricing Worksheet**

**Table F-4: Software Licensing, Maintenance, and Support Pricing Worksheet**

- Include additional licenses needed for the application (e.g. Microsoft SQL Server, etc)
- Include software interfaces/modules not included in the software licensing as separate line costs.
- Include technical support costs associated with maintenance plan (e.g. support for server rebuild).

Software Name	Initial Cost	Maintenance Support and Upgrades				
		Year 1	Year 2	Year 3	Year 4	Year 5

Software Name	Maintenance Support and Upgrades				
	Year 6	Year 7	Year 8	Year 9	Year 10

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## **APPENDIX G: SECURITY AND TESTING REQUIREMENTS**

### **G-1 Application Security**

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.

This shall include but is not limited to

- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle
- Perform a Code review prior to release of the application to the State to move it into production. The code review may be done in a manner mutually agreeable to the VENDOR and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes
- Follow change control process and procedures relative to release of code
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.
- Make available to the for review and audit purposes all software development processes and require training for application developers on secure coding techniques.

### **G-2 Testing Requirements**

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

#### **G-2.1 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

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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.

**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.

<b>Unit Testing</b>	<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>
<b>System Integration Testing</b>	<p>a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of</p>

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	<p>interfaces and business processes. The Systems Integration Test is performed in a test environment.</p> <p>b.) Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces' being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</p> <p>c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.</p>
<b>Conversion /Migration Validation Testing</b>	<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>
<b>Installation Testing</b>	<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>
<b>User Acceptance Testing (UAT)</b>	<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</p>

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	<p>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><b>Performance Tuning and Stress Testing</b></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><b>Performance Tuning and Stress Testing</b> <b>Scope:</b> 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 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.</p> <p>Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.</p> <p>Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately</p>

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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 are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

**Load Tests:** Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests 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 development as well as making tuning parameter changes to the environment.

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

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**Implementing Performance and Stress Test:** Performance and Stress test Tools shall be provided by the Vendor for this effort. Consideration must be give to licensing with respect to continued use for regression testing. If the Vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

**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 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.

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

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	<p>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><b>Regression Testing</b></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 failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <p>a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</p> <p>b.) The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure when the Vendor expects the corrections to</p>

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	<p>be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.</p> <p>c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:</p> <ol style="list-style-type: none"> <li>1. Validate that the change/update has been properly incorporated into the program; and</li> <li>2. Validate that there has been no unintended change to the other portions of the program.</li> </ol> <p>d.) The Vendor will be expected to:</p> <ol style="list-style-type: none"> <li>1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;</li> <li>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</li> <li>3. Manage the entire cyclic process.</li> </ol> <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><b>Security Review and Testing</b></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> <p>All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.</p>

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	<b>Service Component</b>	<b>Defines the set of capabilities that:</b>	
	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system application for security purposes and the validation of users.	
	Access Control	Supports the management of permissions for logging onto a computer or network.	for
	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.	or
	Digital Signature	Guarantees the unaltered state of a file	
	User Management	Supports the administration of computer, application and network accounts within an organization.	an
	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.	
<p>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 must include 3<sup>rd</sup> party Penetration Tests (pen test) or code analysis and review.</p> <p>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).</p>			

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**APPENDIX H: CERTIFICATES AND STATE OF NEW HAMPSHIRE LONG FORM CONTRACT (P-37)**

**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, 2014, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

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

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

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

**B. Certificate of 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).

If you do not want to use your own format for the Certificate of Authority/Vote, you can use generic, State of New Hampshire approved, forms at: [http://www.nh.gov/nhdoc/business/rfp\\_bidding\\_tools.htm](http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm) following the guidelines above.

**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 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[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: _____			

**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.**

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;

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 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 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.

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**H-25 GENERAL CONTRACT REQUIREMENTS**

**H-25.1 State of NH Terms and Conditions and Contract Requirements**

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.

**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 and any renewals thereof, 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,

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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 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

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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.

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.

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**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 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.

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**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 to the 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;
- 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.

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**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

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.

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**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 ninety (90) days. 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.

**H-25.11.2.4 Viruses; Destructive Programming**

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

**H-25.11.2.5 Compatibility**

The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies

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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; and
  - 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;
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) 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,

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including without limitation the requirements, terms, and conditions contained herein.

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

- a. **Class A Deficiencies** - 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; and
- 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;

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 inH-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; and

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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.

**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.

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**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.

**H-25.13.7 Intellectual Property**

Upon successful completion and/or termination of the Implementation of the Project, the Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

**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.

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

**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

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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.

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

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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 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 Activities/Deliverables/Milestones Dates and Pricing**

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: Pricing Worksheets.

### **H-25.14.2 Software Licensing, Maintenance, Enhancements, and Support Pricing**

The Vendor must provide the minimum Software support and Services through Software licensing, maintenance, Enhancements, and support as detailed in Section H-25.11: Ongoing Software Maintenance and Support Levels.

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

**H-25.14.3 Invoicing**

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

**H-25.14.4 Overpayments to the Vendor**

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

**H-25.14.5 Credits**

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

**H-25.14.6 Records Retention and Access Requirements**

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

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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-25.14.7 Accounting Requirements**

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

**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 or the Contract.

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 the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser

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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 be subject to the limitations of liability set forth in the Contract.

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

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Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: Pricing Worksheets.

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 property, 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

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and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- e. Provide written certification to the State that Vendor has surrendered to the State all said property.

#### **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,

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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.

**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.

**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.

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**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.

**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 source code shall be released to the State if one 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;
- e. Vendor defaults under the Contract; or
- g. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	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.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network.
<b>Affordable Care Act (ACA) or Patient Protection and Affordable Care Act (PPACA)</b>	United States federal statute enacted with the goals of increasing the quality and affordability of health insurance lowering the uninsured rate by expanding public and private insurance coverage, and reducing the costs of healthcare for individuals and the government. Requires insurance companies to cover all applicants within new minimum standards and offer the same rates regardless of pre-existing conditions or sex and to reduce costs and improve healthcare outcomes by shifting the system towards quality over quantity through increased competition, regulation, and incentives to streamline the delivery of healthcare.
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>Breach or Breach of Security</b>	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.
<b>CCP</b>	Change Control Procedures
<b>Certification Commission for Health Information Technology (CCHIT)</b>	Nonprofit organization with the public mission of accelerating the adoption of robust, interoperable health information technology. The Commission has been certifying electronic health record technology since 2006 and is approved by the Office of the National Coordinator for Health Information Technology (ONC)

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	of the U.S. Department of Health and Human Services (HHS) as an Authorized Testing and Certification Body (ONC-ATCB). The <b>CCHIT Certified</b> program is an independently developed certification that includes a rigorous inspection of an EHR's integrated functionality, interoperability and security using criteria developed by CCHIT's broadly representative, expert work groups. These products may also be certified in the ONC-ATCB certification program.
<b>Certification</b>	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.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>CJIS Addendum</b>	Requires Contractor and Subcontractors to maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when contract is executed, as well as with policies and standards by the Criminal Justice Information Services Advisory Board.
<b>Clinical Decision Support (CDS)</b>	Interactive decision support system (DSS) Computer Software, which is designed to assist physicians and other health professionals with decision making tasks, such as determining diagnosis of patient data.
<b>CM</b>	Configuration Management
<b>Community Corrections – Men</b>	Transitional Work Center, North End House & Calumet
<b>Community Corrections – Women</b>	Shea Farm
<b>Completion Date</b>	End date for the Contract
<b>Computerized Physician Order Entry (CPOE)</b>	Process of electronic entry of medical practitioner instructions for the treatment of patients (particularly hospitalized patients) under his or her care. These orders are communicated over a computer network to the medical staff or to the departments (pharmacy, laboratory, or radiology) responsible for fulfilling the order. CPOE decreases delay in order completion, reduces errors related to handwriting or transcription, allows order entry at the point of care or off-site, provides error-checking for duplicate or incorrect doses or tests, and simplifies inventory and posting of charges. CPOE is a form of patient management software.
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to

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	perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	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.
<b>Contract Documents</b>	Documents that comprise this Contract
<b>Contract Managers</b>	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.
<b>Contracted Vendor</b>	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.
<b>Conversion Test</b>	A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to form that can be used by the new system.
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>Correctional Offender Record Information System (CORIS)</b>	NH Department of Corrections electronic offender information management system.
<b>CPA</b>	Certified Public Accountant
<b>CR</b>	Change Request
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	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
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<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><b>Class A Deficiency</b> – 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><b>Class B Deficiency</b> – Software - important, does not stop</p>

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	<p>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><b>Class C Deficiency</b> – 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>
<b>Deliverable</b>	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.
<b>Department</b>	An agency of the State
<b>Department of Health and Human Services (DHHS)</b>	State of New Hampshire Department of Health and Human Services.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	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.
<b>Electronic Health Record (EHR)</b>	Record in digital format that is theoretically capable of being shared across different health care settings. In some cases this sharing can occur by way of network-connected, enterprise-wide information systems and other information networks or exchanges.
<b>Electronic Health Record System (EHRS)</b>	The system is designed to represent data that accurately captures the state of the patient at all times. It allows for an entire patient history to be viewed without the need to track down the patient's previous medical record volume and assists in ensuring data is accurate, appropriate and legible. It reduces the chances of data replication as there is only one modifiable file, which means the file is constantly up to date when viewed at a later date and eliminates the issue of lost forms or paperwork.
<b>Encryption</b>	Supports the encoding of data for security purposes

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<b>Enhancements</b>	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.
<b>Event of Default</b>	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"> <li>a. Failure to perform the Services satisfactorily or on schedule;</li> <li>b. Failure to submit any report required; and/or</li> <li>c. Failure to perform any other covenant, term or condition of the Contract.</li> </ul>
<b>Firm Fixed Price Contract</b>	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.
<b>Fully Loaded</b>	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.
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council (G&amp;C)</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Health Information Exchange (HIE)</b>	Mobilization of healthcare information electronically across organizations within a region, community or hospital system.
<b>Health Insurance Portability and Accountability Act (HIPAA)</b>	Federal Law that requires the establishment of national standards for electronic health care transactions and national identifiers for providers, health insurance plans, and employers.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	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.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.

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<b>International Statistical Classification of Diseases and Related Health Problems (ICD-10)</b>	10th revision of the International Statistical Classification of Diseases and Related Health Problems (ICD), a medical classification list that codes for diseases, signs and symptoms, abnormal findings, complaints, social circumstances, and external causes of injury or diseases.
<b>Internal Revenue Services (IRS)</b>	
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Modified Commercial Off The Shelf (COTS)</b>	Definition of "Modified" Commercial Off The Shelf (COTS) is based on the recognition that a COTS designed for a community based healthcare provider will need modification due to its use in a correctional healthcare environment.
<b>National Commission on Correctional Health Care (NCCHC)</b>	Independent, non-profit organization dedicated to improving the standard care in the field of correctional health care in the United States. NCCHC offers voluntary health services accreditation program to correctional facilities.
<b>NH Department of Corrections (NHDOC) or (DOC) or (Department)</b>	A State of New Hampshire Agency
<b>NH State Prison for Men (NHSP-M)</b>	
<b>NH State Prison for Women (NHSP-W)</b>	
<b>Non Exclusive Contract</b>	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.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	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 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
<b>Northern NH Correctional Facility (NCF)</b>	
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time

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<b>Office of the National Coordinator for Health Information Technology (ONC)</b>	Division of the Office of the Secretary, within the U.S. Department of Health and Human Services. It is primarily focused on coordination of nationwide efforts to implement and use health information technology and the electronic exchange of health information.
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Open Web Application Security (OWAS)</b>	
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	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.
<b>Order of Precedence</b>	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
<b>P-37</b>	State of New Hampshire Long Form Contract
<b>Personal Computer (PC)</b>	
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	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
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
<b>Project Managers</b>	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)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a proposal or statement of work.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.

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<b>Residential Treatment Unit (RTU)</b>	
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
<b>Revised Statutes Annotated (RSA)</b>	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
<b>RFI (Request for Information)</b>	A Request for Information is a process to solicit and collect written information about capabilities of various suppliers.
<b>RFP (Request for Proposal)</b>	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
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>SaaS</b>	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
<b>Secure Psychiatric Unit (SPU)</b>	
<b>Service Level Agreement (SLA)</b>	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.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	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.
<b>Specifications</b>	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.
<b>State</b>	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.

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<b>Statement of Work (SOW)</b>	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.
<b>State's Confidential Records</b>	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 <a href="#">RSA Chapter 91-A</a>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	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).
<b>Subcontractor</b>	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
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: <b>(1)</b> consistent with Statement of Work within statement of Services; <b>(2)</b> not constitute a new assignment; and <b>(3)</b> not change the terms, documents of specifications of the SOW.
<b>Test Plan</b>	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.
<b>Term</b>	The duration of the Contract.
<b>Transition Services</b>	Services and support provided when the contracted Vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test
<b>Uniform Resource Locator (URL)</b>	Web Address
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify

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	the code they have created or changed functions properly as defined.
<b>U.S.</b>	United States
<b>User Acceptance Testing</b>	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.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Virtual Private Network (VPN)</b>	Extends a private network across a public network, such as the Internet. It enables a computer to send and receive data across shared or public networks as if it were directly connected to the private network, while benefiting from the functionality, security and management policies of the private network.
<b>Voice over Internet Protocol (VoIP)</b>	The delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet.
<b>Walk Through</b>	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	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.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	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.
<b>Work Plan</b>	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.

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<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.
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**ATTACHMENT 1**

Each vendor proposal must provide a statement of the vendor's background including years in business, staffing, financial status, and a profile of current customers. This statement should not exceed **2 pages**. In addition to this statement, please attach your corporation's most recent financial statement and complete the worksheet below.

**Company Information**

Company Name			
Address			
Telephone			
URL			
# of years in business			
# of years in EHR business			
# of total EHR employees	Within NE:	Outside of NE:	
# of EHR employees in sales and marketing	Within NE:	Outside of NE:	
# of EHR employees in product development	Within NE:	Outside of NE:	
# of EHR employees in implementation/ training	Within NE:	Outside of NE:	
# of EHR employees in product support	Within NE:	Outside of NE:	
# of EHR employees in administrative roles	Within NE:	Outside of NE:	
# of new EHR installations over last three years	2010:	2011:	2012-13:
# of new EHR users over last three years	2010:	2011:	2012-13:
# of total EHR installations by user size	Small (1-40 users):	Medium (40-80 users):	Large (<80 users):
# of total EHR installations			
# of NE EHR installations			
# of NE EHR users			
Current financial, business or other relationships within NE and outside of NE			
<b>Company Contacts</b>	<b>Name</b>	<b>Phone</b>	<b>Email</b>
Business Contact:			
Technical Contact:			

NE = New England

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ATTACHMENT 1**

**CLIENT REFERNCES**

Please supply a minimum of 3 client references. If possible, the client list should encompass different market segments (i.e.: one hospital, one medical group).

<b>Client 1</b>	Organization Name:	
	Organization Address:	
	Contact Name & Title:	
	Contact E-Mail:	
	Contact Telephone/Fax:	
	Website Address:	
	Product(s) Installed:	
<b>Client 2</b>	Organization Name:	
	Organization Address:	
	Contact Name & Title:	
	Contact E-Mail:	
	Contact Telephone/Fax:	
	Website Address:	
	Product(s) Installed:	
<b>Client 3</b>	Organization Name:	
	Organization Address:	
	Contact Name & Title:	
	Contact E-Mail:	
	Contact Telephone/Fax:	
	Website Address:	
	Product(s) Installed:	
<b>Client 4</b>	Organization Name:	
	Organization Address:	
	Contact Name & Title:	
	Contact E-Mail:	
	Contact Telephone/Fax:	
	Website Address:	
	Product(s) Installed:	
<b>Client 5</b>	Organization Name:	
	Organization Address:	
	Contact Name & Title:	
	Contact E-Mail:	
	Contact Telephone/Fax:	
	Website Address:	
	Product(s) Installed:	
<b>Client 6</b>	Organization Name:	
	Organization Address:	
	Contact Name & Title:	
	Contact E-Mail:	
	Contact Telephone/Fax:	
	Website Address:	
	Product(s) Installed:	

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ATTACHMENT 1

**ELECTRONIC HEALTH RECORD SYSTEM INSTALLATIONS**

<b>Type of Organization</b>	<b>List 2 Organizations</b>	<b>Products Installed</b> (EHR, CPOE, eRX, CDS, Other)
Community Hospitals		
Tertiary Hospitals		
Community Health Centers		
Large Group Practices (10+ physicians)		
Small/Solo Practices		

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**ATTACHMENT 2**

**CURRENT PRODUCT OFFERING**

<b>Product Category</b>	<b>Product name &amp; version</b>	<b>Description</b>
EHR: Electronic Health Record		
PMS: Practice Management system		
CPOE: Computerized Physician Order Entry		
eRx: Electronic Prescribing		
CDS: Clinical Decision Support		
CDE: Clinical Data Exchange		
Other:		

**PRODUCTS IN DEVELOPMENT**

Please provide a brief description of products in development as they relate to EHR, CPOE, CDS, and CDE. Include target release dates (quarter/year) for each product.

<b>Product Name</b>	<b>Brief Description</b>	<b>Target Release</b>

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**ATTACHMENT 3**

**APPLICATION FUNCTIONALITY SUMMARY**

<b>Question</b>	<b>Question Heading</b>	<b>Application 1</b>	<b>Application 2</b>	<b>.....</b>	<b>Application N.</b>
1.	Admission/Booking Information				
2.	Face Sheet Information				
3.	Patient Census				
4.	Patient Discharge/Transfer				
5.	Court Tracking Information				
6.	Medical & Mental Health Services				
7.	Pharmacy Services				
8.	Center Administrative Information				
9.	Patient Appointment Scheduling Information				
10.	Staffing Needs Assessment Information				
11.	Staff Scheduling Information				
12.	ONC Certified and Meaningful Use				
13.	ACA & NCCHC Requirements				
14.	Incident Reporting				
15.	Medical Error Reporting				
16.	Recipient Rights Information				
17.	Patient Dietary Services				
18.	Offsite Medical Information				
19.	Health Educational Records				
20.	Executive and IT Analyst Level Data Inquiry and Reporting				
21.	Bi-Directional Interfacing				

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**ATTACHMENT 4**

**HARDWARE AND OPERATING SYSTEM PLATFORM**

	Briefly describe
Server (e.g., Intel, RISC)	
Operating Systems (e.g., Windows, UNIX)	
Networking (e.g., TCP/IP)	
Bandwidth Requirement	
Internet Connectivity Requirement	

**CLIENT DEVICES SUPPORTED**

Client Devices	YES - Briefly describe including version	NO
PC / Windows		
Tablet PC		
Other		

**SOFTWARE APPLICATION**

	Briefly describe
Database (e.g., Oracle, SQL)	
Application Software (e.g., VB, Cache)	
Client Software (e.g., VB, HTML, Java)	

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**ATTACHMENT 5**

Complete the two checklists that follow. The only acceptable responses for the checklists are:

- 5 = completely** meets requirement today.
- 4 = partially meets** requirement today.
- 3 = Will completely meet** requirement in future (specify date in comments).
- 2 = Will partially meet** requirement in future (specify required change and date in comments).
- 1 = Can meet** requirement through a **customization** (specify price in comments).
- 0 = Not planning to offer.**

**INTEGRATION/INTERFACES CHECKLIST**

<b>Integration Checklist</b>			
<b>Provider needs</b>		<b>Vendor response</b>	
<b>Functional needs</b>		<b>Response (0 thru 5)</b>	<b>Comments</b>
Offender Management System  (Including patient demographics and scheduling)	Integrate patient demographics data from the Offender Management System into the EHR		
	Integrate appointment scheduling data from the Offender Management System into the EHR		
Quality and Utilization Measurement	Ability to extract specific data elements from the EHR and ship them to the DOC data-warehouse for aggregation		
Consultations	Ability to package and ship a patient's clinical information from the EHR to a foreign EHR in a standardized format (allergies, meds, etc.)		
	Ability to receive clinical information from a foreign EHR into this EHR		
Laboratory System Radiology Services Pharmacy Services	Report results from the Laboratory to the EHR		

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<b>Integration Checklist</b>			
<b>Provider needs</b>		<b>Vendor response</b>	
<b>Functional needs</b>		<b>Response (0 thru 5)</b>	<b>Comments</b>
(and other ancillary service systems)	Report results from Ancillary or Radiology system to the EHR		
	Integrate image pointers or other methodologies that allow for the incorporation of radiology or other imaging results		
Computerized Orders	Transmit orders from the EHR to the Laboratory/Pharmacy System/Radiology system and track receipt of lab data		
Clinical Repositories	Create clinical repositories (e.g., lab results, allergies) from information stored within the EHR		
	Query clinical repositories via its services architecture to retrieve and store pertinent health information into the EHR		

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**EXCHANGE STANDARDS CHECKLIST**

Exchange Standards Checklist				
			Vendor response	
Data Exchange Type		Standard	Response (0 thru 5)	Comments
Problem List	Required Exchange Standard	HL7 version 2.x, PRB segment		
	Future Exchange Standard	HL7 3.0 RIM		
	Vocabulary	SNOMED, ICD		
Medications	Required Exchange Standard	NCPDP Script		
	Future Exchange Standard	RxNorm		
	Vocabulary	NDC		
Allergies	Required Exchange Standard	HL7 version 2.x, AL1 Segment		
	Future Exchange Standard	HL7 3.0 RIM		
	Vocabulary	Free Text		
Visit/Encounter	Required Exchange Standard	HL7 version 2.x, PV1/PV2 Segment		
	Future Exchange Standard	HL7 3.0 RIM		
	Vocabulary	ICD for visit reason		
Note s/Re ports	Required Exchange Standard	HL7 version 2.x, OBR/OBX Segment		

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<b>Exchange Standards Checklist</b>				
			<b>Vendor response</b>	
<b>Data Exchange Type</b>		<b>Standard</b>	<b>Response (0 thru 5)</b>	<b>Comments</b>
	Future Exchange Standard	HL7 3.0 RIM		
	Vocabulary	Free Text		
<b>Lab/Micro/Rad Reports</b>	Required Exchange Standard	HL7 version 2.x, OBR/OBX Segment		
	Future Exchange Standard	HL7 3.0 RIM		
	Vocabulary	LOINC		
<b>Immunizations</b>	Required Exchange Standard	HL7 version 2.x, OBR/OBX Segment		
	Future Exchange Standard	HL7 3.0 RIM		
	Vocabulary	SNOMED		
<b>Images</b>	Required Exchange Standard	DICOM		
	Future Exchange Standard	DICOM		
	Vocabulary			

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**ATTACHMENT 6**

**HIPAA Standards**

Use the chart not to describe whether the proposed solution addresses HIPAA Security Rule requirements, but how it complies with these requirements.

The following chart is based on Appendix A to the HIPAA Security Rule (45 C.F.R. Parts 160, 162 and 164, published at 68 Fed Reg. 833 (2003)). The vendor should refer to the HIPAA Security Rule for additional detail regarding specific items.

<b>Standard and Section</b>	<b>Implementation Specification</b>	<b>Detailed Vendor Response</b>
<b>Administrative Safeguards</b>		
Security Management Process (164.308(a)(1))	<ul style="list-style-type: none"> <li>• Risk Analysis</li> <li>• Risk Management</li> <li>• Sanction Policy</li> <li>• Information System Activity Review</li> </ul>	
Assigned Security Responsibility (164.308(a)(2))		List designated security contact
Workforce Security (164.308(a)(3))	<ul style="list-style-type: none"> <li>• Authorization and/or Supervision</li> <li>• Workforce Clearance Procedure</li> <li>• Termination Procedures</li> </ul>	
Information Access Management (164.308(a)(4))	<ul style="list-style-type: none"> <li>• Isolating Health Care Clearinghouse Function</li> <li>• Access Authorization</li> <li>• Access Establishment and Modification</li> </ul>	
Security Awareness and Training (164.308(a)(5))	<ul style="list-style-type: none"> <li>• Security Reminders</li> <li>• Protection from Malicious Software</li> <li>• Log-in Monitoring</li> <li>• Password Management</li> </ul>	
Security Incident Procedures (164.308(a)(6))	<ul style="list-style-type: none"> <li>• Response and Reporting</li> </ul>	

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<b>Standard and Section</b>	<b>Implementation Specification</b>	<b>Detailed Vendor Response</b>
Contingency Plan (164.308(a)(7))	<ul style="list-style-type: none"> <li>• Data Backup Plan</li> <li>• Disaster Recovery Plan</li> <li>• Emergency Mode Operation Plan</li> <li>• Testing and Revision Procedure</li> <li>• Applications and Data Criticality Analysis</li> </ul>	
Evaluation (164.308(a)(8))		
Business Associate Contracts and Other Arrangement (164.308(b)(1))	<ul style="list-style-type: none"> <li>• Written Contract or Other Arrangement</li> </ul>	For subcontractors and agents
<b>Physical Safeguards</b>		
Facility Access Controls (164.310(a)(1))	<ul style="list-style-type: none"> <li>• Contingency Operations</li> <li>• Facility Security Plan</li> <li>• Access Control and Validation Procedures</li> <li>• Maintenance Records</li> </ul>	
Workstation Use (164.310(b))		
Workstation Security (164.310(c))		
Device and Media Controls (164.310(d)(1))	<ul style="list-style-type: none"> <li>• Disposal</li> <li>• Media Re-use</li> <li>• Accountability</li> <li>• Data Backup and Storage</li> </ul>	
<b>Technical Safeguards</b>		
Access Control (164.312(a)(1))	<ul style="list-style-type: none"> <li>• Unique User Identification</li> <li>• Emergency Access Procedure</li> <li>• Automatic Logoff</li> <li>• Encryption and Decryption</li> </ul>	
Audit Controls (164.312(b))		
Integrity (164.312(c)(1))	<ul style="list-style-type: none"> <li>• Mechanism to Authenticate Electronic Protected Health Information</li> </ul>	
Person or Entity Authentication (164.312(d))		

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<b>Standard and Section</b>	<b>Implementation Specification</b>	<b>Detailed Vendor Response</b>
Transmission Security (164.312(e)(1))	<ul style="list-style-type: none"><li>• Integrity Controls</li><li>• Encryption</li></ul>	