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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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May 22, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, New Hampshire Hospital to amend a **sole source** agreement with Netsmart Technologies, Inc. (Vendor #163804), 4950 College Boulevard, Overland Park KS 66211, for the provision of hardware, licensed software and professional services as part of the New Hampshire Hospital Electronic Health Record, Pharmacy Management and Health Information Technology Solution by increasing the price limitation by \$756,042 from \$2,750,660 to \$3,506,702 effective upon Governor and Council approval. The contract completion date of November 30, 2021 remains unchanged. Governor and Executive Council approved the original agreement on November 4, 2015 (item #9) and the first amendment December 21, 2016. Governor and Executive Council also approved the transfer of \$660,000 from DHHS on April 19, 2017, into DoIT on May 3, 2017 to support this amendment. Funds are 29% Federal Funds, 39% Other Funds, and 32% General Funds.

Funds are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Years 2018 through Fiscal Year 2022 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-94-940010-5272 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH Electronic Health Record Pharmacy and Scanning Module (60% Federal Funds, 40%General Funds)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	034/500099	Major IT Systems	\$420,415	\$0	\$420,415
		Sub Total	\$420,415	\$0	\$420,415

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, IT FOR DHHS (29% Federal Fund, 39% Other Funds, 32% General Funds)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	038/509038	Technology - Software	\$173,949	\$660,000	\$833,949
2018	038/509038	Technology - Software	\$305,942	\$0	\$305,942
2019	038/509038	Technology - Software	\$321,239	\$0	\$321,239
2020	038/509038	Technology - Software	\$337,301	\$0	\$337,301
2021	038/509038	Technology - Software	\$354,166	\$0	\$354,166
2022	038/509038	Technology - Software	\$154,948	\$0	\$154,948
		Sub Total	\$1,647,545	\$660,000	\$2,307,545

05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (29% Federal Fund, 39% Other Funds (Provider Fees) & 32% General Funds)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	022/500257	Rents, Leases, Other than State	\$69,427	\$0	\$69,427
2018	022/500257	Rents, Leases, Other than State	\$138,854	\$17,294	\$156,148
2019	022/500257	Rents, Leases, Other than State	\$138,854	\$17,294	\$156,148
2020	022/500257	Rents, Leases, Other than State	\$138,854	\$17,294	\$156,148
2021	022/500257	Rents, Leases, Other than State	\$138,854	\$17,294	\$156,148
2022	022/500257	Rents, Leases, Other than State	\$57,857	\$7,204	\$65,061
		Sub Total	\$682,700	\$76,380	\$759,080

05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (29% Federal Fund, 39% Other Funds (Provider Fees) & 32% General Funds)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svc	\$0	\$19,662	\$19,662
		Sub Total	\$0	\$19,662	\$19,662
		TOTAL	\$2,750,660	\$756,042	\$3,506,702

EXPLANATION

The requested action is a **sole source** amendment to the original contract approved by G&C November 4, 2015. Because of the proprietary nature of the contract, Netsmart Technologies is the only vendor able to perform the scope of services to complete the integration of the various software products. New Hampshire Hospital currently uses, or is in the process of implementing, the following integrated Netsmart products:

- Practice Management (for scheduling and billing)
- Client Fund Management (for patient tracking)
- Clinical Workstation (for patient health records and treatment planning)

The contract approved November, 2015 added:

- Pharmacy Management
- Electronic Medication Administration records (eMAR)
- Enterprise Content Management and Document Imaging solution

The amendment approved December, 2016 added:

- Automated Medicine Dispensing for the Closed Loop Medicine Management System

The requested action adds the implementation of and support for pharmacy bar code scanning and printing, training, report design and development, business workflow assessment and improvements and onsite support during the days following implementation. It also adds the capability for New Hampshire Hospital to send and receive direct, secure patient information to and from medical and mental health providers, minimizing the need to print, fax, and/or mail patient information.

New Hampshire Hospital has invested in Netsmart Technologies licensed software and services to implement an integrated electronic health record, pharmacy order entry and fulfillment, pharmacy management, document imaging solution. The investment goes beyond software to include hospital staff training for clinicians, social workers, nursing and rehabilitation, as well as the development of new business processes and workflows supported by the integrated solution. All Netsmart solutions implemented by New Hampshire Hospital are packaged (not custom) software solutions configured to meet Hospital and Joint Commission requirements. A fully integrated solution will support continued Joint Commission accreditation and increase the quality of patient care and coordination.

New Hampshire Hospital did not seek to competitively bid this amendment because the hospital is presently in the midst of a multi-phase implementation that includes the scope of the original contract. Once the implementation is completed, the anticipated benefits of the integrated solution will begin to be realized.

With this amendment New Hampshire Hospital will have an operational, fully integrated medical record, closed loop medical management system and the ability to interact with community providers and hospitals through secure, direct messaging. This will enable New Hampshire to satisfy the goals of the implementation, which are to.

- Improve Patient Care and Safety: All staff involved in the care of the patients will have access to parts of the patient records critical to their area of responsibility. Information within the record will be current and quickly accessible. Treatment plans and orders will be clear and easily understood.
- Streamline business and patient care processes: By reducing duplication of effort and data capture, validation of handwritten orders and treatment notes, waiting for or locating paper information and patient charts.

- Evidence Based Outcomes: Measures integrated into the system will provide proven and effective direction for treatment planning, medication management, and discharge planning. Specific data collected over a period of time, across a number of patients, will be processed, evaluated and compared to best practices measuring treatment effectiveness.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Should the Governor and Executive Council not approve this request, New Hampshire Hospital may be unable to achieve complete execution of a fully-integrated electronic medical record and closed Loop Medication Management Solution which could result in a reduction of federal reimbursements.

Area Served: New Hampshire Hospital.

Source of Funds: 01-03-03-030010-7695: 29% Federal Funds, 39% Other Funds, and 32% General Funds; 05-95-94-940010-8750: 29% Federal Funds (Social Security Act, Section 1923, Payment for Inpatient Hospital Services Furnished by Disproportionate Share Hospitals), 39% Other Funds (Provider Fees) & 32% General Funds, 05-95-94-940010-8750: 29% Federal Funds, 39% Other Funds, and 32% General Funds.

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

Respectfully Submitted,



Katja S Fox
Director, Behavioral Health



Donna O'Leary
Chief Information Officer



Approved by:
Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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Denis Goulet
Commissioner

May 23, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source contract with Netsmart Technologies, Inc. as described below and referenced as DoIT No. 2016-032B.

The purpose of this amendment is for the provision of hardware, licensed software and professional services as part of the New Hampshire Hospital Electronic Health Record, Pharmacy Management and Health Information Technology Solution. The requested action also adds the implementation and support for pharmacy bar code scanning and printing, training, report design and development, business workflow assessment and improvements and onsite support. With this amendment, NH Hospital will have an operational, fully integrated medical record, closed loop medical management system and the ability to interact with community providers and hospitals through secure, direct messaging.

The price limitation will increase by \$756,042 from \$2,750,660 to \$3,506,702 effective upon Governor and Council approval. The contract completion date of November 30, 2021 remains unchanged.

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

Sincerely,

Denis Goulet

DG/ik
2016-032B, RID #20495

cc: Bruce Smith, IT Manager

State of New Hampshire
Department of Health and Human Services
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2016-032 New Hampshire Hospital – Software & Services

This 2nd Amendment to the New Hampshire Hospital Software & Services contract, (hereinafter referred to as "Amendment 2") dated this 18th day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Netsmart Technologies, Inc., (hereinafter referred to as the "Contractor"), a Delaware corporation with offices at 4950 College Boulevard, Overland Park, Kansas 66212.

WHEREAS, pursuant to an Agreement (the "Contract") approved by the Governor and Executive Council, as a result of RFP # 2016-032 on November 4, 2015, Item #9 and again on December 21, 2016, Item #24, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the State and the Contractor have agreed to increase the Price Limitation, and expand the scope of the contract to ensure New Hampshire Hospital staff readiness and a successful transition to the new pharmacy management application, RxConnect, and additional functionality within the electronic health record software, myAvatar, additional Contractor services are required;

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

The Agreement is hereby amended as follows:

1. General Provisions, Form P-37, is hereby amended as follows:
 - 1.1. Block 1.8, Price Limitation shall increase by \$756,042.00 from \$2,750,660.22 to read \$3,506,702.22.
 - 1.2. Block 1.9, Contracting Officer for State Agency shall read: Jonathan V. Gallo, Esq, Interim Director.
 - 1.3. Block 1.10, State Agency Telephone Number shall read: 603-271-9246,
2. Delete Contract Agreement 2016-032 – Part 2 in its entirety and replace with Contract Agreement 2016-032 – Part 2 Amendment #2.
3. Contract Exhibits – In Part 3 Exhibit A, add the following language to Segment 1:
-

Additional Services to Implement Computerized Patient Order Entry (CPOE), RxConnect Pharmacy Management and eMAR

1.13 Additional Professional Services

Netsmart shall provide the following additional services:

- a) Section 1.13.1, a review or health check of the State's myAvatar system, including myAvatar Practice Management (PM), myAvatar Clinical Workstation (CWS), myAvatar Order Entry (OE), myAvatar eMAR, myAvatar Pharmacy Management System (RxConnect), myAvatar Document Imaging (INOW), and Crystal Reports

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- b) Section 1.13.2, additional implementation services for: RxConnect, Document Imaging, eMAR, CPOE, Pharmacy National Drug Code (NDC) functionality, eMAR record scanning, CareConnect, report writing, and post-Go Live deployment support
- c) Section 1.13.3, additional training services

Each service is described below.

1.13.1 Health Check

The structure of this assessment will be a pre-planning meeting, followed by a two-day onsite meeting, after which the Contractor Consultants will prepare a written report and present the findings to New Hampshire Hospital remotely. The configuration changes will be implemented after the analysis presentation and an agreed upon set of changes has been determined mutually by the Contractor and the State via the change order process. The scope of work for the Health check is comprised of the following components

(a) Pre-planning

- (1) The State will prepare a list of potential users for review based on their current workflows or issues.
- (2) The Contractor will conduct an introductory call with Client to discuss all potential users in need of review and to discuss the onsite review process and logistics. Future goals and direction will also be discussed in order to capture context and align to Client longer term objectives.
- (3) The output of the pre-planning phase will be an agreed upon agenda and logistics for the on-site meeting, as well as an agreement by the State to the resources required for the review. The standard agenda topics are listed in item (3) below.

(b) Onsite Discovery Session

- (1) The Contractor will provide two (2) Contractor Consultants to perform a two-day onsite discovery session. This session will cover the topics identified by the pre-planning process. The session will be coordinated jointly by the State and the Contractor. The Contractor may request additional Contractor resources attend based on the topics identified during the pre-planning process.
- (2) The State will ensure that the appropriate resources are available to meet during the onsite sessions. If there are any time constraints during the 2 days onsite the State will prioritize as they see fit. Any topics not covered in the onsite session will not be considered to be part of the review.
- (3) The following topics are typically reviewed, but this list will be mutually agreed to and finalized after the pre-planning process.
 - (a) Clinical Workflow / Application
 - (i) Review the currently used reports and widgets as well as the need for additional reports and widgets.
 - (ii) Review current compliance rules for clinical documentation.
 - (iii) Review Assessments Process
 - (iv) Review Progress Notes Process
 - (v) Review Treatment Plans
 - (vi) Review Orders, Pharmacy and eMAR Process
 - (vii) Content review
 - (viii) Release update review

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- (ix) New functionality and related gap review highlighting new functionality as well as functionality commonly used but not in use by the State
- (x) Identify any potential improvements in workflow.

(c) Analysis and Findings Report

(1) The trip report will follow the onsite session within two weeks of the completion of the event. This report will include a summarization of the topics discussed during the onsite session as well as the Contractor's recommendation for any applicable optimization work. The Contractor will provide an assessment of the value and relative prioritization of each recommendation. The Contractor will include in the documentation details of the key decisions made during the consulting visit and all configuration changes that resulted or are suggested as a byproduct of the health check (as well other recommendations related to system use). These recommendations may include:

- (a) The recommendation to implement unused functionality
- (b) The recommendation to create custom reports, forms, or widgets
- (c) The recommendation to change existing workflows
- (d) Additional end user & system administrator training

(2) A future-state work flow diagram with descriptive narrative shall be produced or the State's current state work flow diagram will be enhanced to reflect a potential future state.

(3) The Contractor and the State will meet within two weeks of the delivery of the trip report and future-state work flow diagram to discuss the Contractor's findings and recommendations and to plan any applicable next steps. This conversation will be conducted via remote meeting at a mutually agreeable time.

(4) The Contractor's Project Management will update the current project plan and go-live readiness documents to complete a new implementation schedule.

(d) Optional Change Orders Resulting from Health Check

Health Check recommendations resulting from 5.1 shall be considered optional and implemented at the State's sole discretion using the Change Order process described in Contract Part 2, Section 9, and Change Orders. It is anticipated that the change orders may encompass but not be limited to:

- The order entry process
- The eMAR process
- End-to-end medication management workflow configuration and set-up
- Compliance indicators for Joint Commission standards
- Readiness for deploying automated dispensing machines, including guidance on changes to client policies and procedures

1.13.2 Additional Implementation Services

(1) Report Writing

The Contractor shall provide Crystal report-writing and widget development services via the Change Order process described in Contract #2016-32 Part 2, Section 9: Change Orders, based upon a mutually agreeable schedule. Both parties agree the development schedule has potential to be intensive prior to the Go-Live event so the critical reports and widgets are developed prior to system Implementation.

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To define the data and format required, NH Hospital staff will utilize the myAvatar Widget and Report Templates provided by the Contractor to populate business requirements, and will submit the completed templates to the Contractor Project manager. The Contractor shall:

- a. Analyze the business requirements and confirm in writing how the Widget or Report design will satisfy the requirements;
- b. Establish a mutually agreeable timeline for delivery of the report or widget to the State for testing;
- c. Develop and unit test the reports and Widgets, and assist the State to resolve defects during State testing activities;
- d. Respond to technical questions while State staff are gathering requirements; and
- e. Provide guidance to the State regarding implications of the report or Widget if the proposed design will negatively impact production system performance during execution
- f. In the event of multiple simultaneous requests, the Contractor and the State will mutually agree upon projected delivery dates and priorities by completing the example Report Writing Schedule:

REPORT NAME	PROJECTED DELIVERY DATE
Report-1	mm/dd/yy
Report-2	mm/dd/yy
Report-n	mm/dd/yy

(2) Additional Go-Live Support

During the Go-Live project event, deployment of the system will be made to all the State end-users. The Contractor shall provide:

- a. On-site, on-demand, ad-hoc support and instruction from two (2) subject-matter-experts (SMEs) in the areas of physician, clinician, nursing, and hospital IT roles.
- b. To ensure a smooth transition, this support will commence the first day of Implementation (Go-Live). The Contractor SMEs shall remain on-site for a total of four (4) days post Go-Live to support end-users while they are working on the new System.
- c. Go-live ad-hoc support and instruction will be defined and mutually agreed upon between NHH and Netsmart Project Management prior to Go-Live event. This will include boundaries such as where the Netsmart resources instruction will be conducted, which hospital roles the most need focus, and a training lab office hour schedule if needed.

(3) Additional Services through Netsmart Client Alignment Organization

In addition to deliverables carried out by the Contractor's Consulting organization, the Contractor also employs a Chief Medical Officer, Chief Clinical Officer, and Chief Nursing Officer. These roles allow the Contractor to align with key physician, clinical, and nursing staff within organizations the Contractor serves. We seek relationships in several ways, either by partnering on new initiatives, identifying challenges, or working through resolution in adoption or road mapping.

For the purpose of implementation success, the Contractor offers New Hampshire Hospital a (one) site visit by available subject matter experts to provide thought leadership to the State management and key clinical, physician, nursing leadership. New Hampshire Hospital and the Contractor will create a mutually agreed upon agenda for these meetings, including topics

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identified to date such as downtime procedures, system utilization, increasing productivity, and creating a clinical/physician champion towards adoption.

1.13.3 Additional Training Services

In addition to training already specified under Contract #2016-32, the Contractor shall present a series of additional onsite training sessions at the State for defined user roles, primarily focused on myAvatar Order Entry, eMAR, and RxConnect, to ensure the readiness of the State staff to utilize the new system effectively through full workflow training, practice, testing, and Q/A, including:

- 1) Train-the-Trainer: One (1) four-hour train-the-trainer session for the State management and the Implementation Team, limited to ten (10) students per class; and
- 2) End User Training: Up to eighteen (18) four-hour training sessions to accommodate end users, limited to ten (10) students per class.
- 3) Training Lab Office Hours: Additional time with the Contractor trainers will be available for the end-users who have attended the Contractor training. A scheduling protocol will be established during pre-planning activities. This time will be reserved for trained end-users to have additional hands-on exploration in a training lab environment directly with the Contractor trainer. The State will provide a conference room with projector and system access for this purpose.
- 4) Training Materials: The Contractor shall provide the baseline user guides to enable the State staff to tailor for the training events. The Contractor will provide up to two (2) hours of time to review and assist the State to finalize the training materials in advance of the training events. The Contractor will use the guides to create classroom materials, training scenarios and configure the test patient for User Acceptance Testing (UAT) to match the classroom material for the sessions. New Hampshire Hospital is responsible for the printing and construction of all classroom materials.
- 5) Training Assessment: The Contractor will provide an assessment for the curriculum. State staff that do not pass the assessment will be encouraged to schedule additional time during training lab office hours.
- 6) Training Schedule: The tentative training is provided below and will be confirmed with a minimum of a 3-week lead-time to schedule three shifts of named State staff for training events.

End User Training Events Week 1 Tuesday - Thursday		
	Session (10 Users)	Office Hours
Trainer 1	7:00 am - 11:00 am	12:00 pm - 2:00 pm
Trainer 2	12:00 pm - 4:00 pm	5:00 pm - 7:00 pm
Trainer 3	5:00 pm - 9:00 pm	9:00 pm - 11:00 pm
Trainer 4	Floating in sessions from 9:00 am - 6:00 pm	
<i>** Thursday sessions can be reserved for those who missed classes or failed to pass their initial session</i>		

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End User Training Events Week 2 Tuesday - Thursday		
	Session (10 Users)	Office Hours
Trainer 1	7:00 am - 11:00 am	12:00 pm - 2:00 pm
Trainer 2	12:00 pm - 4:00 pm	5:00 pm - 7:00 pm
Trainer 3	5:00 pm - 9:00 pm	9:00 pm - 11:00 pm
Trainer 4	Floating in sessions from 9:00 am - 6:00 pm	
<i>** Thursday sessions can be reserved for those who missed classes or failed to pass their initial session</i>		

4. Add the following language to Part 3, Exhibit A after SEGMENT 4 – ANNUALIZED MAINTENANCE & SUPPORT PRIOR TO CONTRACT # 2016-032:

1.2 Additional Automated Dispensing Machine

The Contractor will provide one additional Medstation 4000, Main, 6 Drawer, T2 hardware, software, installation, configuration services and maintenance and support to the rules and standards outlined in Amendment #1. New Hampshire Hospital will be provided with a total of eight (8) Medstation 4000 machines.

Pharmacy NDC Translator and Electronic Medication Administration Record Scanning

SEGMENT 5 – PHARMACY NDC AND ELECTRONIC MEDICATION ADMINISTRATION RECORD SCANNING
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The Contractor will provide hardware, software, installation, and configuration services to streamline pharmacy NDC scanning capabilities and for nursing staff to scan upon administration of medications.

1.14.1 NDC and eMAR Record Scanning Implementation

- a. Identify and confirm the State environmental requirements for hardware and software;
- b. Provide 30 bar code scanners (Motorola DS6708-SR0001ZZR or similar);
- c. Install and configure, eMAR and RxScan bar code scanners;
- d. Ensure previously installed bar code printers at the State are sufficiently configured to support the bar code applications – including configuration of bar code printers for pharmacy packaging labels;
- e. Translator CD Hardware; and
- f. RxScan NDC Translator Annual Subscription for five (5) years.

1.14.2 NDC and eMAR Record Scanning Training

- a. Train-the-Trainer: Provide one (1) training session for RxScan bar code scanning for up to ten (10) attendees and provide one (1) training session for eMAR bar code scanning for up to ten (10) attendees.

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5. Add the following language to Part 3, Exhibit A after SEGMENT 5 – PHARMACY NDC AND ELECTRONIC MEDICATION ADMINISTRATION RECORD SCANNING:

CareConnect and Lab Connection Services

SEGMENT 6 – CARECONNECT AND LAB CONNECTION SERVICES

The State is implementing the Contractor's CareConnect Inbox software to transmit protected health information (PHI) between participating organizations, while meeting Meaningful Use requirements and supporting federal and state policies and standards for health information exchange. The Contractor shall install, configure, test, and implement CareConnect Inbox through the cooperation of New Hampshire Hospital, State of New Hampshire Department of Health and Human Services, a Health Information Exchange (HIE) network, a laboratory services agency and the Contractor.

1.15.1 CareConnect and Lab Connection Implementation Approach

The projected project start of 07/2017 and end dates of 01/2018 are estimates and subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation on such implementation. The Contractor provides Implementation services, including Project management, HIE Implementation, CareConnect Inbox Implementation, Lab Orders and Lab Results. Also included at the State's discretion is the optional Carequality Implementation. If the State chooses to exercise the optional implementation of Carequality, the State will issue a separate order to proceed.

The Contractor is allowed up to ninety (90) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The overall duration of this project, based on the scope of work detailed herein, is expected to be 7 to 9 months.

Additional services will be applicable for any project where a requested service is out of scope. Additional services will be charged at a maximum of \$225/hour and executed via the change order process. All trainings follow the "train the trainer" model.

1.15.2 CareConnect and Lab Connection Scope of Services

CareConnect Inbox: Inbox that will handle CCD exchanges and referrals to other agencies through Direct Messaging. This scope includes connectivity to the CareConnect Direct Secure Message Directory, one HIE Connector for bi-directional CDA exchange, one outbound lab orders, and one inbound lab results. There could be additional connections and addresses pending on the State purchasing additional subscriptions

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Key Features	<ul style="list-style-type: none"> • Ability to associate individual mailboxes to direct addresses so that end users can communicate securely • Expanded contact list to send CCD directly to another care provider • Reply, forward, and attach documents to messages. • eMail like user interface for easy review and composing of messages. • Create your own inboxes to create additional providers without developer assistance • Attach additional documents to messages as well as CCD documents • HIE and Inbox connections are specified by one of the following connection types: IHE, HL7, DIRECT, SFTP, VPN, MLLP, HTTP, SMTP, SOAP Web Services, XDR/XDM, XDS, XCA, XCPD, PDQ, PIX.V2/V3 • HIE Connectivity (CCD Transmission) • Lab orders out • Lab results in • Carequality network (Optional at the State's discretion)
Training	<ul style="list-style-type: none"> • Remote webinars <ul style="list-style-type: none"> ○ Two in total <ul style="list-style-type: none"> ▪ One for Admin Training for System Administrators and myAvatar Application Team (up to 4 attendees) • One for Train the Trainers and subject matter experts (Up to 15 attendees)
CareRecord & Solution Configuration	<ul style="list-style-type: none"> • Configure CareRecord to add the inbox for providers to view within EHR. • Setup initial amount of users, not to exceed 15 including the Inbox and Carequality (Carequality is optional at the State's discretion) • Setup initial contact list from another agency • Establish secure connection to CareConnect through NTST CareFabric • Establish transmission of orders out from CareRecord to Concord Hospital Lab • Establish transmission of results from Concord Hospital Lab <ul style="list-style-type: none"> ○ Concord Hospital Lab is currently determined to use the following for Lab testing: <ol style="list-style-type: none"> a. In-house testing b. ARUP c. Labcorp d. Quest
3rd Party Vendors	<ul style="list-style-type: none"> • Third party vendors include any organization outside of the State and the Contractor. Third party vendors may have their own costs for the State to incur. The Contractor is not responsible for these fees. • Non-preferred (out-of-network) vendor selection may require time to develop the connection. • Engagement from 3rd party vendors/connections is required

6. Amend Part 3, Exhibit B, to delete section 1.1 and replace with:

1.1. Not to Exceed

This is a Not to Exceed (NTE) Contract not to exceed the Price Limitation of the Part 1 P-37 General Provisions Block 1.8 Price Limitation, and shall be effective for the period between the Effective Date and the Completion Date stated in Part 1 P-37 General Provisions Block 1.7 Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This

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Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Payment will be made upon completion and acceptance by the State of these deliverables.

1. SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES, CAREFUSION AUTOMATED DISPENSING SYSTEM, CAREFUSION SOFTWARE LICENSES, SUBSCRIPTIONS, AND MAINTENANCE

1.1 Additional Netsmart Services – Contract #2016-032 Amendment #2

All payments in Section 1.1 are due upon completion of milestone event and sign off by the State.

Contract #2016-032 Amendment #2					
	Deliverable Type	Type	Projected Date	Payment Terms	% of Service Fees
	Pre-Implementation Services				
1	Health Check Assessment & Roadmap – Included in Segment 1				
1.1	Pre-Planning and On-Site Discovery Session	Non-Software/ Written	Jul-17	\$12,800	10%
1.2	Analysis and Findings Report + Future State Workflow	Written	Aug-17	\$7,720	6%
4	System Training - Included in Segment 1				
4.1	Training Materials, Assessment, and Schedule mutually agreed upon	Written/ Software	Aug-17	\$34,860	26%
4.2	Train the Trainer + End User Training Completion	Non-Software/Written	Sep-17	\$64,740	48%
7	Additional Go-Live Support – Included in Segment 1				
7.1	Two (2)	Non-Software	Oct-17	\$14,400.00	11%

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Contract #2016-032 Amendment #2					
	Deliverable Type	Type	Projected Date	Payment Terms	% of Service Fees
	additional trainers on-site for four (4) days during Go-Live and Post Go-Live events				
	TOTAL			\$134,520.00	100%

1.2 Additional Automated Dispensing Machine

New Products (Hardware / Software)								Purchase Terms		Support Terms	
								Purchase Fee		Monthly Support Fee	
Line	HW / SW	Product ID	Rx / Prs	Product Name	P.Drws	Tr.Type	QTY	Unit Cost	Extended	Unit cost	Extended
1	HW	303		MEDSTATION4000,MAIN,6DR,T2	5	NEW	1	\$70,560.00	\$70,560.00	\$109.82	\$5,820.46

Payment begins July 1, 2017. A total of \$1,441.14 will be billed monthly in arrears as defined in Amendment #1, Schedule C – Payment Terms for a total of fifty-three (53) months.

1.5 Grand Total Segment 1

The total payments under Segment 1 of the project total \$1,058,446.58 for Software and Services for RxConnect, Software, Hardware and Services for Carefusion Medstation 4000, additional services to support the RxConnect implementation, and ongoing support and maintenance for these products.

2.0 SEGMENT 2 – ADDITIONAL RADPLUS AND CACHE LICENSES

2.1 Additional Netsmart Licenses – Contract #2016-032 Amendment #2

All payments in 2.1 are due upon delivery.

	Deliverable	Type	Projected Delivery Date	Payment Amount
1	Additional (123) Avatar RADplus Named Users licenses \$800.00 Each (Amendment 2) Delivered 07/01/2017	Software License	Upon Amendment 2 execution	\$98,400.00
	1	Subtotal		\$98,400.00

2.2 Extended Maintenance and Support Payments – Contract #2016-032 Amendment #2

For the period of 07/2017 – 06/2018, payments are due upon delivery. All other payments in 2.2 are due annually in advance.

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Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 2					
	A		C	D	H
	Item		07/2017-06/2018	07/2018-06/2019	Total
1	Additional 123 Avatar RADplus Named Users (Maintenance and Support \$1,722.00 per month in First Year) - Amendment #2		\$20,664.00	\$20,664.00	\$41,328.00
2	Increase in annual ICD-10 Diagnosis Content on Demand Subscription for both Additional 123 Avatar RADplus Named Users Amendment #2		\$1,100.00	\$1,100.00	\$2,200.00
3	Total		\$21,764.00	\$21,764.00	\$43,528.00

2.3 Grand Total Segment 2

The total payments under Segment 2 of the project total \$464,384.91 for software licenses and maintenance & support for Avatar RADplus and Avatar Cache Elite.

5.0 SEGMENT 5 - PHARMACY NATIONAL DRUG CODE (NDC) AND ELECTRONIC MEDICATION ADMINISTRATION RECORD (EMAR) SCANNING

Netsmart will provide software, installation, and configuration to streamline pharmacy NDC scanning capabilities and to allow nursing staff to scan upon administration of medications.

5.1 Table 1 - Deliverables and Payment Terms – RxScan and eMAR Bar Code Scanning Amendment #2

#1 and #2 of Table 1, section 5.1 are due upon delivery. #4 and #5 of Table 1, section 5.1 are due upon completion of milestone event and sign off by the State.

	Deliverable Type	Type	Projected Date	Payment	% of Service Fees
Pharmacy NDC and Electronic Medication Administration Record Scanning Hardware					
1	eMAR and RxScan scanners and USB Cable	Hardware	Mar-17	\$9,090.00	N/A
2	Translator CD Hardware	Hardware	Mar-17	Included at no cost	
3	Total			\$9,090.00	
Pharmacy NDC and Electronic Medication Administration Record Scanning Implementation					
4	Installation and Configuration of eMAR and RxScan bar code scanners – including configuration of bar code printers for pharmacy packaging labels.	Hardware, Software	06/2017-07/2017	\$6,000.00	50%
5	Train-the-Trainer for RxScan and Train-the-Trainer for eMAR bar code scanning	Non-Software	06/2017-08/2017	\$6,000.00	50%

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	Deliverable Type	Type	Projected Date	Payment	% of Service Fees
6	Total			\$12,000.00	100%
7	Grand Total Table 1			\$2,000.00	

5.2 Table 2 - Extended Maintenance and Support Payment Beginning with Initial Payment for Segment 5 Amendment #2

All payments in 5.2 are due annually in advance.

Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 5			
A	C	D	H
Item	07/2017-06/2018	07/2018-06/2019	Total
RxScan and eMAR Barcode Scanning Subscription (Subscription \$1,110.00 per month in First Year) - Amendment #2	\$ 13,320.00	\$ 13,320.00	\$ 26,640.00
2 Total	\$ 13,320.00	\$ 13,320.00	\$ 26,640.00

5.3 Grand Total Segment 5

The total payments under Segment 5 of the project total \$47,730.00 for software, installation, configuration, maintenance and support to streamline pharmacy NDC scanning capabilities

6.0 SEGMENT 6 - CARECONNECT AND LAB CONNECTION SERVICES

The State is implementing Netsmart CareConnect software to transmit protected health information (PHI) between participating organizations, while meeting Meaningful Use requirements and supporting federal and state policies and standards for health information exchange. Netsmart shall install, configure, assist with unit and user testing, implement CareConnect and provide train-the-trainer training services.

6.1 Table 1 - CareConnect and Lab Connection Licenses & Services

Table 1, section 6.1 are due upon completion of milestone event and sign off by the State.

	Deliverable Type	Type	Projected Date	Payment Terms	% of Service Fees
CareConnect Inbox and Lab Connection Services					
1	Implementation services: Initial project planning and preparation. Delivery of Project Plan	Written, Software	Aug-17	\$10,360	20%

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	Deliverable Type	Type	Projected Date	Payment Terms	% of Service Fees
2	Implementation services: Configuration of CareConnect Inbox in myAvatar to add the inbox for providers to view within EHR, Setup of initial amount of users, Setup of initial contact list from another agency, and establishment of a secure connection to CareConnect through NTST CareFabric	Software	Oct-17	\$10,360	20%
3	Implementation Services: Successful bi-directional Continuity of Care Document (CCD) transmission to HIE and CareQuality (Carequality is optional at the State's discretion)	Software	12/2017 – Contingent upon the HIE vendor's project availability	\$10,360	20%
4	Implementation Services: Successful Lab Orders Outbound and Lab Results Inbound transmission	Software	01/2017 – Contingent upon the Lab vendor's project availability	\$10,360	20%
5	Implementation Services: Completion of two (2) training sessions	Non-software	12/2017-02/2017	\$10,360	20%
6	Grand Total Table 1			\$51,800	100%

6.2 Table 2 - CareConnect and Lab Connection Extended Maintenance & Support Payments beginning with the Initial Payment

Initial payment for Item 1 commences upon delivery of subscription September 2017. Initial payment for Item 2-4 commence upon delivery. Delivery start date not yet defined. The State shall notify Netsmart in writing 30 days in advance of requested start date. The initial invoice will be prorated from start date to the next fiscal year.

Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 6					
	A	C	D	E	H
Item		09/2017-06/2018	07/2018-06/2019	07/2019-06/2020	Total
1 CareConnect Inbox (Includes base fee, in-network referral connectors, Direct Messaging Mailbox, and optional CarequalityTransactions at the State's discretion)		\$ 39,270.00	\$ 44,982.00	\$ 44,982.00	\$ 129,234.00
Extended Maintenance and Support Payments beginning upon delivery. Delivery commences 30 days upon written notification from the State					
2 CareConnect HIE Connector CCD Transactions		\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	\$ 8,750.00
3 CareConnect Lab Orders (Outbound)		\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	\$ 8,750.00
4 CareConnect Lab Results (Inbound)		\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	\$ 8,750.00

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Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 6					
	A	C	D	E	H
Item		09/2017- 06/2018	07/2018- 06/2019	07/2019- 06/2020	Total
5 Total		\$47,520.00	\$53,982.00	\$53,982.00	\$155,484.00

6.3 Grand Total Segment 6 CareConnect and Lab Connection

The total payments under Segment 6 of the project total \$207,284.00 for software, installation, configuration, maintenance and support of CareConnect, CareQuality, and Lab Connection. (Carequality is optional at the State's discretion).

7.0 CHANGE ORDERS

7.1 Table 1 – Change Order Funds

	Deliverable	Projected Delivery Date	Amount
1	Change Orders (RxConnect or Document Imaging)	As needed	\$10,000
2	Change Orders (Pyxis Implementation – Amendment 1)	As needed	\$20,000
3	Change Orders (optional system configuration and report writing services resulting from site review – Amendment 2)	As needed	\$148,200
TOTAL			\$178,200

Deliverable 3: A maximum of 780 hours can be consumed for System Configuration and Report Writing Services – Amendment 2).

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TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$3,506,702.22 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

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

CONTRACT GRAND TOTAL:	Segment 1:	\$1,058,446.58
	Segment 2:	\$464,384.91
	Segment 3:	\$132,375.95
	Segment 4 :	\$1,343,341.92
	Segment 5 :	\$47,730.00
	Segment 6 :	\$207,284.00
	Change Orders (Original Contract):	\$10,000.00
	Change Orders (Amendment 1):	\$20,000.00
	Change Orders (Amendment 2):	\$148,200.00
	Contract Total:	\$3,506,702.22

14. CONSOLIDATED EXTENDED MAINTENANCE AND SUPPORT TABLE

Herein is a consolidated view of all recurring fees associated with Contract #2016-032, Amendment #1, and Amendment #2. The purpose of this fee schedule is to make invoicing and contract management administratively manageable for all parties. This table does not include any one time fees or change orders outlined in said agreements. The extended maintenance and support table outlines fees for the period of July 1, 2017 – November 31, 2021 to be billed annually in advance of New Hampshire Hospital's fiscal year defined. These are not newly introduced costs and do not change the total contract value.

Total RADPlus Named Users: 839 Total Cache Concurrent Users: 181

Extended Maintenance and Support Payments						
	A	C	D	E	F	G
Item		07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021
Purchased Prior to Contract #2016-032						
1	RADplus Named Users (564 Licenses)	\$ 50,390.03	\$ 52,909.53	\$ 55,555.00	\$ 58,332.75	\$ 25,520.58
2	Avatar Clinical Workstation (CWS)	\$ 15,315.38	\$ 16,081.15	\$ 16,885.21	\$ 17,729.47	\$ 7,756.64

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	A	C	D	E	F	G
	Item	07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021
3	Avatar Practice Management (PM), Client Fund Management System (CFMS), Order Entry (OE)	\$ 84,226.98	\$ 88,438.33	\$ 92,860.24	\$ 97,503.26	\$ 42,657.67
4	Avatar Cache Elite, Multi-Server, Platform Specific Concurrent (131 Licenses)	\$ 91,091.18	\$ 95,645.73	\$ 100,428.02	\$ 105,449.42	\$ 46,134.12
5	Diagnosis Content on Demand (DCOD) - ICD10 not utilizing DSM content	\$ 5,932.65	\$ 6,229.28	\$ 6,540.74	\$ 6,867.78	\$ 3,004.65
6	Wiley Libraries	\$ 3,757.32	\$ 3,945.19	\$ 4,142.45	\$ 4,349.57	\$ 1,902.94
Purchased on Contract #2016-032						
7	Ultimedex Suite Subscription (\$387.64 per month in first year)	\$ 4,884.26	\$ 5,128.48	\$ 5,384.90	\$ 5,654.15	\$ 2,473.69

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Extended Maintenance and Support Payments						
	A	C	D	E	F	G
	Item	07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021
8	RxConnect Browser, RxConnect ADM Browser Interface, Crystal Reports Developer Version (Maintenance and Support \$652.33 per month in First Year)	\$ 8,219.36	\$ 8,630.33	\$ 9,061.84	\$ 9,514.93	\$ 4,162.78
9	Avatar Electronic Medic Admin Record (Maintenance and Support \$612.50 per month in First Year)	\$ 7,717.50	\$ 8,103.38	\$ 8,508.54	\$ 8,933.97	\$ 3,908.61
10	Additional 125 myAvatar RADplus Named Users (Maintenance and Support \$1,750.00 per month in First Year)	\$ 22,050.00	\$ 23,152.50	\$ 24,310.13	\$ 25,525.63	\$ 11,167.46
11	Additional 50 Avatar Cache Elite, Multi-Server, Platform Specific Concurrent (Maintenance and Support \$800.00 per month in first year)	\$ 10,080.00	\$ 10,584.00	\$ 11,113.20	\$ 11,668.86	\$ 5,105.13

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Extended Maintenance and Support Payments						
	A	C	D	E	F	G
	Item	07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021
12	POS and Batch Scanning Powered by Perceptive	\$ 3,675.00	\$ 3,858.75	\$ 4,051.69	\$ 4,254.27	\$ 1,861.24
Purchased on Contract #2016-032 Amendment #1						
13	Carefusion Pyxis 4000 Automated Dispensing Machines - Amendment #1	\$ 132,540.00	\$ 132,540.00	\$ 132,540.00	\$ 132,540.00	\$ 55,225.00
Purchased on Purchase Order #1053466						
14	Additional 27 myAvatar Radplus Named Users - Purchase Order #1053466	\$ 2,646.00	\$ 4,762.80	\$ 5,000.94	\$ 5,250.99	\$ 2,297.31
15	Diagnosis Content on Demand (DCOD) - ICD10 not utilizing DSM content - Increase to base fee	\$ 188.16	\$ 197.57	\$ 207.45	\$ 217.82	\$ 90.76
Purchased on Contract #2016-032 Amendment #2						
15	Additional 123Avatar RADplus Named Users (Maintenance and Support \$1,722.00 per month in First Year)	\$20,664.00	\$20,664.00	Requires Renewal	Requires Renewal	Requires Renewal

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Extended Maintenance and Support Payments						
	A	C	D	E	F	G
	Item	07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021
15	Diagnosis Content on Demand (DCOD) - ICD10 not utilizing DSM content - Increase to base fee	\$ 1,100.00	\$ 1,100.00	Requires Renewal	Requires Renewal	Requires Renewal
16	RxScan and eMAR Barcode Scanning Subscription - Amendment #2	\$ 13,320.00	\$ 13,320.00	Requires Renewal	Requires Renewal	Requires Renewal
17	CareConnect Inbox (Includes base fee, in-network referral connectors, and Direct Messaging Mailbox) 0-1000 Users	\$ 39,270.00	\$ 44,982.00	\$ 44,982.00	Requires Renewal	Requires Renewal
18	CareConnect Connector (CCD Transactions) 0-1000 Users	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	Requires Renewal	Requires Renewal
19	CareConnect Lab Orders (Outbound) 0-1000 Users	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	Requires Renewal	Requires Renewal
20	CareConnect Lab Results (Inbound) 0-1000 Users	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	Requires Renewal	Requires Renewal
Total		\$ 525,317.81	\$ 549,273.00	\$ 530,572.35	\$ 493,792.87	\$ 213,268.59

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7. Add Schedule A Amendment #2

SCHEDULE A AMENDMENT #2

Netsmart Subscription Products Addendum

1. **Introduction.** This Addendum is a supplement to the terms of the Master Agreement. The terms and conditions of this Addendum will apply to Subscription Products and Services identified in Section 2 by check mark.
2. **Subscription Products and Services Descriptions.** Subscription Products and Services will include all generic versions, corrections, enhancements and improvements developed by Netsmart during the Term of this Addendum:

CareConnect **Not Included**

A software service that enables clinical data to be shared between providers and other entities such as RHIOs Regional Health Information Organizations ("RHIOs"), Health Information Exchanges ("HIEs"), State agencies for public health organizations for immunizations, reportable labs and syndromic surveillance data in support of national standards related to continuity of care, and Netsmart client to client referrals to support transitions of care with direct messaging capabilities.

CareQuality **Optional at the State's Discretion**

A software product that supports data exchange between the Netsmart host system and outside providers of care. Carequality is optional at the State's discretion.

3. **Supplemental Definitions**

Any capitalized term not defined below but used in this Addendum will have the meaning given to that term in the Master Agreement.

"Care Provider" means an organization that provides medical or health services and any other person or organization that furnishes, bills, or is paid for health care in the normal course of business including a hospital, critical access hospital, skilled nursing facility, or comprehensive outpatient rehabilitation facility.

"Consumer" means an individual who is receiving services from a Care Provider, and who has the right to access specific portions of their electronic health record and the ability to exchange messages with their Care Provider through a Subscription Services Product.

"Drug Information Data" or "DID" means context-relevant drug database products licensed from one of the following publishers: Cerner Multum, Inc. ("VantageRx"), First DataBank Evaluations of Drug Interactions ("EDI") or Thompson Reuters, Inc. ("UltiMedex") that provides drug and allergy interaction and dosage information (collectively, "DID Publishers").

"Patient Data" or "Consumer Data" means names, addresses, social security numbers, medical records and any other information concerning or relating to Consumers which is deemed to be protected health information under the rules and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Deidentified Data (as such term is defined by HIPAA) shall not be considered to be Patient Data.

"User" means an individual or entity, other than a Consumer, that has been granted access with a user ID and password to a Subscription Product or Service by the Licensee.

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4. License Terms and Conditions

- A. The Subscription Products and Services are specifically included within the grant of license and term of license as “Licensed Programs” under the Master Agreement.
- B. Licensee grants to Netsmart a non-exclusive, non-transferable license (the “Usage License”) to use all Patient Data for the sole purpose of operating the Subscription Products and Services for the benefit of Licensee and its clients and for maintaining the Subscription Products and Services (for example, creating backups of the Patient Data or moving it between servers) so long as Netsmart has a bona fide need to do so subject to and for the sole purpose required by this Addendum and the Master Agreement. The Usage License does not confer on Netsmart any right to share Patient Data with third parties other than Netsmart employees or consultants who are bound by agreements that contain confidentiality provisions equivalent to those contained in the Master Agreement. The foregoing restriction on Netsmart’s use of Patient Data does not prohibit Netsmart from making use of Deidentified Data as described and permitted under HIPAA.

5. Licensee Obligations

In addition to the obligations under the Master Agreement Licensee agrees:

- A. That it has no ownership rights in data or information in the DID services or content.
- B. To restrict use of Drug Information Data to licensed healthcare professional directly connected with the Licensee, either as an employee or an authorized affiliate. Such use shall be made only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between the Licensee and the publisher of the Drug Information Data, Licensee assumes full responsibility for ensuring the appropriateness of using and relying upon the information supplied by the Drug Information Data publisher, in view of all attendant circumstances, indications and contraindications. Except as provided above, it will not otherwise make the DID content available to any person, or entity including the government, whether affiliated or not, except as required by subpoena or other legal process and after notice to the owner of the content.
- C. To maintain accurate and up to date Patient Data in all systems covered by the Master Agreement. Licensee hereby represents and warrants that it has obtained from its patients all authorizations and consents required under all applicable laws in order for Licensee to provide Data to Netsmart (and its third party vendors if applicable) and for Netsmart and its vendors to use Data to provide the Services in accordance with this Addendum.
- D. To notify Netsmart in the event Licensee becomes aware of or suspects misuse, unauthorized access, data corruption or any other threat to the security of the Subscription Products system and related data or if Licensee receives a subpoena or other legal process requiring disclosure of Netsmart confidential information or DID content.

6. Netsmart Additional Obligations

In addition to the obligations of the Master Agreement, Netsmart will be responsible for:

- A. Establishing SSL connectivity between the Consumer’s computing device and the Care Provider’s firewall;
- B. Meeting the service levels as stated in Master Agreement;
- C. Keeping Patient Data confidential in accordance with the terms of the Master Agreement.

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8. Add Schedule B Amendment #2

SCHEDULE B AMENDMENT #2

The terms of this Schedule B apply to the CareConnect Inbox Product provided by Netsmart. The State understands and agrees that,

- (i) MedAllies Inc. ("MedAllies") will be providing services in relation to the CareConnect Inbox Product as a subcontractor of Netsmart pursuant to a separate agreement between Netsmart and MedAllies;
- (ii) Netsmart shall remain wholly responsible for the performance of the entire Agreement in accordance with Section 15.2 (*Assignment, Delegation and Subcontracts*) of Part 2 of the Agreement. Any capitalized terms below will have the same meaning as set forth under the "Terms and Definitions" section of the Agreement unless such term is provided a different meaning, below.

MedAllies Product and MedAllies Software Terms; General Terms and Conditions

NOTWITHSTANDING THE FOLLOWING SECTIONS CONTAINED IN THIS SCHEDULE B, NOTHING WILL DIMINISH NETSMART'S OBLIGATIONS AND LIABILITIES TO THE STATE UNDER THE AGREEMENT.

1. **Certification.** MedAllies, pursuant to its certification authority under the Direct Project, launched in March 2010 as a part of the Nationwide Health Information Network ("Direct network"), issues digital certificates ("Certificates") to end users of the MedAllies Network, who are health care providers ("Direct subscribers or Direct enabled Subscribers"). By incorporating these terms into your Connect Agreement with Netsmart, you authorize MedAllies to perform certain digital certificate-related duties that are normally reserved for Certificate subjects, usually an entity's equipment, personnel, or agents. These duties include managing keys, registering devices, and authenticating personnel with MedAllies and its Certificate systems, and installing, configuring, and managing issued Certificates.
 - a. **Certificates.** You authorize MedAllies to request Certificates in your name and for your use and benefit.
 - b. **Authorization.** You authorize MedAllies to request, issue, verify, use, and manage Certificates and corresponding key sets. You authorize MedAllies' employees and agents to communicate regarding the management of key sets and Certificates, and fulfill the roles related to Certificate issuance. You are responsible for all Certificates requested by MedAllies on your behalf until you send MedAllies written notice that the authorizations provided under this Section 1 are revoked. You hereby authorize MedAllies and its employees to:
 - i. Request Certificates for domains and email addresses owned or controlled by you, and you represent that you have the exclusive right to use the domain or email address included in each Certificate, and
 - ii. Request Certificates naming you or your equipment, employees, agents, or contractors as the subject.

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- c. **Duration.** The authorizations granted under this Section 1 will be effective during the period of time for which you pay the applicable fees for access to the MedAllies Network, unless otherwise terminated in accordance with the terms and conditions herein. Certificates shall be authorized for a period not to exceed three (3) years.
2. **Access.** In these terms and conditions, "you" refers to an individual or organization accessing or using the MedAllies Network. You shall have access to, and may utilize, the MedAllies Network only in accordance with these terms and conditions and the Netsmart agreement.
3. **Use.** You are solely responsible for all data and information you submit to or through the MedAllies Network. In connection with your access to and use of the MedAllies Network, you shall comply with all applicable laws, regulations, rules, and policies of all relevant jurisdictions. In addition, in connection with your use of the MedAllies Network, you shall not:
- a. allow, or use the MedAllies Network in any way that would allow, any third party's unauthorized access to the MedAllies Network;
 - b. represent yourself as another or as a fictitious individual;
 - c. disrupt or interfere with the MedAllies Network, or the operation or availability thereof;
 - d. transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information or content of any kind, including, but not limited to, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law;
 - e. post or transmit any information that violates or infringes in any way upon the rights of others;
 - f. post or transmit any unsolicited advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communications, or engage in spamming or flooding, or any denial of service attack;
 - g. post or transmit any data or information, in violation of applicable law, out of the country in which you reside;
 - h. post or transmit any data or software that cannot be exported without prior government authorization;
 - i. post or transmit any software or other information that contains a virus, trojan horse, worm, or other disabling device or harmful component; and
 - j. modify, decompile, disassemble or reverse engineer the MedAllies Network or any software related thereto.

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4. **Directory**. You authorize MedAllies to list you as a subscriber in the MedAllies directory with identifying information necessary to permit any Direct enabled subscriber on the MedAllies Network or any other accredited Direct network. As a subscriber, you may, by submitting a written request to MedAllies, opt out of being listed in the directory. MedAllies shall not use your directory information in conjunction with any means, program, or device, or permit any other person to use your directory information in conjunction with any means, program, or device, including, but not limited to, advertising, instant messaging, and pop-up ads, to solicit business or to influence or attempt to influence for commercial purposes (through economic incentives or otherwise) any diagnostic or treatment-related decision of a health care provider.

5. **Termination**. MedAllies may immediately terminate (with no cure period) access to and use of the MedAllies Network, if: (i) you fail, if required by applicable law, to be licensed, registered, or otherwise authorized by a governmental authority to provide health care services; or (ii) you violate the intellectual property protection provisions contained herein and do not immediately stop the violation. In all other cases of a material breach of these terms and conditions, MedAllies will provide you with a reasonable period of time to adjust clinical and operational processes involving the exchange of secure messages if the termination of these terms and conditions would otherwise impact health and safety of your clients. If you fail to cure any material breach within the reasonable period of time provided by MedAllies as a cure period, then MedAllies may immediately terminate the use of the MedAllies' Network services.

6. **Suspension**. MedAllies may immediately suspend your access to the MedAllies Network, in MedAllies' sole discretion, if MedAllies reasonably determines through verifiable documentation that such access poses a patient safety or concern, possible unauthorized access to or disclosure of protected health information as defined under HIPAA, HTECH and the regulations promulgated under such legislation, or an immediate threat to the continued operation of the MedAllies Network.

7. **Limitations of the MedAllies Network**. The MedAllies Network is intended to be used to transmit messages between participants in the MedAllies Network ("Participants"), including Participants that are health care providers. There may be errors or omissions in the health information transmitted through the MedAllies Network. MedAllies does not and cannot independently verify or review any information transmitted through the MedAllies Network for accuracy or completeness. You therefore acknowledge that:
 - a. MedAllies makes no representations or warranties of any kind with respect to the accuracy or completeness of any information or data transmitted through the MedAllies Network;
 - b. MedAllies is not a health plan or a health care provider;
 - c. information received through the MedAllies Network is not a substitute for a health care provider's professional judgment; and
 - d. any decision with regard to the appropriateness of treatment, or the validity or reliability of information transmitted through the MedAllies Network, is the sole responsibility of the applicable patient's health care provider.


Date: 5-19-2017

**State of New Hampshire
Department of Health and Human Services
Contract Amendment #2
2016-032 New Hampshire Hospital – Software & Services**

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

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

State of New Hampshire
Department of Health and Human Services

5/22/17
Date


Name: Katya S Fox
Title: Director
Netsmart Technologies, Inc.

5-19-2017
Date


Name: JOSEPH MCGOVERN
Title: SVP

Acknowledgement of Contractor's signature:

State of New York, County of Suffolk on May 19, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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


Signature of Notary Public or Justice of the Peace

Jamie Giordano, Director of Contracts + Legal Ops
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/12/18

(SEAL)

**JAMIE GIORDANO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01G16303169
Qualified in Suffolk County
My Commission Expires May 12, 2018**

State of New Hampshire
Department of Health and Human Services
Contract Amendment #2
2016-032 New Hampshire Hospital – Software & Services

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

OFFICE OF THE ATTORNEY GENERAL

6/5/17
Date


Name: Rebecca W Ross
Title: Sr Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 – PART 2 AMENDMENT #2**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Date	The first day of the calendar month following Acceptance of the CareFusion Product. (AMD 1)
Acceptance Letter	An Acceptance Letter provided by the State to Vendor confirming that a Deliverable has satisfied any applicable Acceptance Tests or Review. Notwithstanding the foregoing, as applicable to the CareFusion Products or related Services. (AMD 1)
Acceptance Test and Review	Tests performed to determine that no Class A Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
CareFusion Product	Any CareFusion hardware and equipment (Pyxis® equipment and Pyxis® software), disposables, Software, Software licenses, accessories or other products and/or Services provided by Netsmart or Carefusion to the State pursuant to the terms of this Agreement. (AMD 1)
CareFusion Software	Means all Software distributed by CareFusion for the use of the CareFusion Products whether owned, or licensed by CareFusion (e.g., application software, embedded and/or integrated software, interface software, custom drivers including additional software elements integrated into the Carefusion Product including Leximcomp). The CareFusion Software is licensed, not sold. CareFusion and its licensors retain all ownership rights in CareFusion Software. (AMD 1)
CCP	Change Control Procedures
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Configuration Management
Completion Date	End date for the Contract

Contract Agreement-Part 2

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
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Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Console	A capability that organizes data in a meaningful way
Console View	A custom set of widgets grouped as a single screen based on user role in the organization. One or more of these views can be built per user role to drive workflow.
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 3: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
COTS	Commercial Off-The-Shelf Software
CR	Change Request
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate in that they did not materially conform with the terms of this Agreement and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System;</p>

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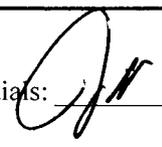
Date: 5-19-2017

**STATE OF NEW HAMPSHIRE
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NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
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	<i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
Delayed Product	A Carefusion Product that is not Accepted by the Support Term Begin Date for any reason that, is not the sole fault of Netsmart or CareFusion, as a subcontractor of Netsmart. (AMD 1)
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
GAAP	Generally Accepted Accounting Principles
Go Live Date	First day of the month following the Completion Date for all Implementation Activities for the Carefusion Product.(AMD 1)
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Integral CareFusion Software	Software that may be licensed separately by Netsmart's subcontractor, CareFusion, but is commercially released or bundled as an integral part of the Carefusion Products under this Agreement. (AMD1)
Intrusion Detection	Supports the detection of illegal entrance into a computer system

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**STATE OF NEW HAMPSHIRE
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Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Limited Warranty	The warranty for CareFusion Products Software Warranty set forth in this Agreement. (AMD 1)
Main Unit	An end-user work station that facilitates interaction with the device operating software for the Carefusion Products. (AMD 1)
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R: 10 and RSA 21-R: 13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project (Work) Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Exhibit I. 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.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of

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**STATE OF NEW HAMPSHIRE
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	Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
RSS	Remote Support Services (AMD 1)
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Segment 1	All references to Segment 1 shall be understood to include the CareFusion product. It is not necessary to modify language except as noted herein because the CareFusion product is a component of Segment 1. (included in Amendment 1)
Service Case Hours	The total number of hours required to resolve a reported issue for a Carefusion Product, from the time a case is opened by the TSC until it is closed. (AMD 1)
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor as set forth in the Statement of Work.
Specifications	The written Specifications that set forth the requirements which

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	include, without limitation, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department OF Health and Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term “State” shall include applicable agencies
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State’s representative with regard to Project oversight
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
Support Services	The support services for the Carefusion Products provided pursuant to the terms and conditions of Schedule B. (AMD 1)
Support Term Begin Date	The Support Term Begin Date for the applicable Support Term of a Carefusion Products is set forth in the applicable Implementation timeline as the “Term Begin Date”. If there is no Term Begin Date in an applicable Implementation Timeline, then the applicable Support Term shall begin on the first day of the month following the date the Carefusion Product is Accepted. (AMD 1)
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the

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**STATE OF NEW HAMPSHIRE
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	Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Term	Period of the Contract from the Effective Date through termination.
Test Plan	A plan, integrated in the Work Plan, to verify the code (New or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Third Party Software	Any software or databases embedded into the Products or used in connection with the Products or Services, which are owned by a third party licensed by CareFusion, and provided by Netsmart under the terms of this Agreement. (AMD 1)
Transition Services	Services and support provided when the contracted vendor is supporting System changes.
TSC	CareFusion's Technical Support Center (AMD 1)
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
Updates	A bug fix, patch, error correction, virus update, minor Deliverable or modification to existing features to maintain the security or operation of the Integral CareFusion Software. (AMD 1)
Upgrades	A major Deliverable, new feature or other improvement to the Integral CareFusion Software, but does not include any hardware, Third Party Software, or any other Integral CareFusion Software that is generally licenses separately. (AMD 1)
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development

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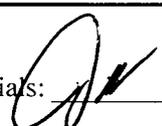
Date: 5-19-2017

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Widget	The data grouping(s) displayed within a user defined view or form in the myAvatar Electronic Health Reporting system
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.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 – PART 2 AMENDMENT #2**

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Health & Human Services (“State”), and Netsmart Technologies, Inc., a private Corporation, (“Netsmart”), having its principal place of business at 3500 Sunrise Highway, Suite D122, Great River, NY 11739.

This contract will consist of 6 segments, as follows:

SEGMENT 1 – RXCONNECT IMPLEMENTATION SERVICES

The State will be replacing the Pharmacy software at New Hampshire Hospital (NHH), which is eleven (11) years old, with a Netsmart product named Rx Connect. This software will provide enhanced connectivity to Avatar and our Hospital Information. The software also offers better controls on drug dispensing to better ensure patient safety.

The terms and conditions that will govern the purchase, use and support of the CareFusion products provided herein are attached as Schedule A. (AMD 1)

Netsmart shall provide additional Services to Fully Implement Computerized Patient Order Entry (CPOE), RxConnect Pharmacy Management and eMAR.

SEGMENT 2- ADDITIONAL RAD & CACHE END USER LICENSES

The State understands that more users at New Hampshire Hospital will be accessing the Electronic Health Record (EHR) software application at Go Live. These additional licenses will allow staff members to have access to the EHR to more efficiently perform their jobs.

SEGMENT 3 – DOCUMENT IMAGING IMPLEMENTATION SERVICES

New Hampshire Hospital will be able to scan all Legal and Medical documents into the Avatar system to allow Physicians to review and diagnosis the patents. Without this module the hospital would have to keep a hybrid medical record that would be cumbersome for staff and would be very problematic.

SEGMENT 4 – ANNUALIZED MAINTENANCE & SUPPORT PRIOR TO CONTRACT # 2016-032

Prior to Contract #2016-032, New Hampshire Hospital operated software from Netsmart. This allowed the hospital to admit, discharge, transfer, bill for services, perform clinical documentation, sustain the IT integrity of the application, share information with the Pharmacy Management software, perform allergy checks, and utilize ICD-10 code sets. Continuing Maintenance and Support of these applications allows us to have access to updates and readily available enhancements as well as access to Netsmart support for troubleshooting and product assistance.

SEGMENT 5 – PHARMACY NATIONAL DRUG CODE (NDC) AND ELECTRONIC MEDICATION ADMINISTRATION RECORD (EMAR) SCANNING

Netsmart will provide software, installation, and configuration to streamline pharmacy NDC scanning capabilities and to allow nursing staff to scan upon administration of medications.

SEGMENT 6 – CARECONNECT AND LAB CONNECTION SERVICES

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**STATE OF NEW HAMPSHIRE
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The State is implementing Netsmart CareConnect software to transmit protected health information (PHI) between participating organizations, while meeting Meaningful Use requirements and supporting federal and state policies and standards for health information exchange. Netsmart shall install, configure, unit test and implement CareConnect and provide train-the-trainer training services.

RECITALS

The State desires to have Netsmart provide a Commercial-off-the-shelf Software System and associated Services for DHHS;

Netsmart wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

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

1.2 Order of Precedence

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

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**STATE OF NEW HAMPSHIRE
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- a. *The State of New Hampshire Terms and Conditions*, Form P-37 - Contract Agreement (Part 1)
- b. State of New Hampshire, DHHS Contract (Part 2 and Part 3). Amendment #1, and Amendment #2
- c. Netsmart Statement of Work (Dated 7/21/15)

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through the Completion Date stated in Part 1 – State Terms and Conditions P-37 General Provisions, Block 1.7, Completion Date.

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

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

Time is of the essence in the performance of Netsmart’s obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, Not to Exceed Contract

This is a Non-Exclusive, Not to Exceed (“NTE”) Contract with a firm fixed price and term limitations as set forth in the Contract.

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

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Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the Price Limitation in Part 1 – State Terms and Conditions P-37 General Provisions, Block 1.8, Price Limitation.

3. CONTRACT MANAGEMENT

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

3.1 The Vendor's Contract Manager

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

Joe McGovern
Executive Vice President
Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D122
Great River, New York 11739
Tel: 860-742-8326
Fax: 631-968-2123
Email: JMcGovern@ntst.com

3.2 The Vendor's Project Manager

3.2.1 Contract Project Manager

The Contracted Vendor shall assign a Project Manager who meets the requirements of the Contract. The Contracted Vendor's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed the Contracted Vendor Project Manager's resume, qualifications, references, and background checks, and an interview. Netsmart will complete background checks for employees which includes the following: (i) Social Security number trace; (ii) OFAC Name Screen; (iii) Civil Federal search (five-year history); (iv) Employment eligibility check through the U.S. Citizenship and Immigration Services E-Verify program; (v) Multi-state instant criminal background check; (vi) FACIS Level 2 Search; (vii) National Sex Offender Registry Check; (viii) Review of criminal background check in all counties in which the candidate or employee has resided in the preceding seven (7) years. The State may require removal or reassignment of the Contracted Vendor's Project Manager who, in the sole and reasonable judgment of the State and in compliance with law, is found unacceptable or is not performing to the State's satisfaction. Vendor shall not be liable for reasonable project delays due to the State's removal of the Contracted Vendor's Project Manager.

3.2.2 The Contracted Vendor Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contracted Vendor's representative

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for all administrative and management matters. The Contracted Vendor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. The Contracted Vendor's Project Manager must be available to promptly respond during Normal Business Hours within a four hour time period to inquiries from the State, and be at the site as needed. The Contracted Vendor's Project Manager must work diligently and use his/ her best efforts on the Project.

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

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

3.2.5 The Contracted Vendor Project Manager is:

Brian Taylor
Netsmart Project Manager
Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D122
Great River, New York 11739
Tel: 614-932-6747 Email: btaylor@ntst.com

3.2.6 The Project Manager for Pyxis products and Services is:

Raquel DeCandio
Pyxis Project Manager
Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D122
Great River, New York 11739
Tel: (845) 325-2002 Email: Raquel.DeCandio@Carefusion.com

3.3 The Contracted Vendor Key Project Staff

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3.3.1 The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the contract. The State may conduct reference checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 3.6: *Background Checks*.

3.3.2 The Contracted Vendor shall not change any the Contracted Vendor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor Key Project Staff will not be unreasonably withheld. The replacement the Contracted Vendor Key Project Staff shall have comparable or greater skills than the Contracted Vendor Key Project Staff being replaced; meet the requirements of the Contract.

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

3.3.3.1 The Contracted Vendor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contracted Vendor's Key Project Staff:

Key Members	Position
Primary	Netsmart Project Manager Brian Taylor
First	Netsmart Practice Director Samara Nash
Second	Executive Vice President Joe McGovern

3.4 State Contract Manager

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

Chief Information Officer
Office of Information Services
129 Pleasant Street
Concord, NH 03301
Tel: (603) 271-9469
Email : donna.o'leary@dhhs.nh.gov

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3.5 State Project Manager

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

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

The State Project Manager is:

David Levesque
New Hampshire Hospital
Department of Health and Human Services
36 Clinton Street
Concord, NH 03301
Tel: (603) 271-5860
Email: David.Levesque@dhhs.nh.gov

3.6 Reference and Background Checks

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

4. DELIVERABLES

4.1 Vendor Responsibilities

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

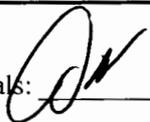
The Contracted Vendor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions P-37*. The Contracted Vendor must submit all information and documentation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

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4.2 Deliverables and Services

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

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

4.3 Non-Software and Written Deliverables Review and Acceptance

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

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

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.

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

5. SOFTWARE

5.1 COTS Software and Documentation

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

5.2 COTS Software Support and Maintenance

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

5.3 Restrictions

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

- a. Remove or modify any program markings or any notice of the Contracted 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.

5.4 Title

The Contracted Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation.

6. WARRANTY

The Contracted Vendor shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

The Contracted Vendor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in material accordance with the Specifications.

7.1 Administrative Services

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

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7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

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

7.5 Maintenance and Support Services

The Contracted Vendor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *Maintenance and Support Services*.

8. WORK PLAN DELIVERABLE

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

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. The Contracted 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 such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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

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

In the event additional time is required by the Contracted Vendor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule

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shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contracted 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 (See Section 13.1), at its discretion, if it is dissatisfied due to Vendors non-performance of its elements within the Work Plan (See Exhibit I).

9. CHANGE ORDERS

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

The Contracted 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 the Contracted Vendor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Health and Human Services, 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 the Contracted Vendor to the State, and the State Acceptance of the Contracted 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.

10. INTELLECTUAL PROPERTY

The State shall hold all ownership, title, and rights in any of its information and data provided to Contracted Vendor in connection with performance of obligations under the Contract, and their associated Documentation.

In no event shall the Contracted 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 Contracted 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.

10.1 State's Data

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

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10.2 Vendor's Materials

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

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

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

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

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11.2 State Confidential Information

The Contracted Vendor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to the Contracted 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 Confidential Information shall require the prior written approval of the State. The Contracted Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contracted Vendor regarding the State Confidential Information, and the Contracted Vendor shall reasonably cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process.

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

11.3 Vendor Confidential Information

Insofar as the Contracted Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Contracted Vendor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contracted Vendor considers the Software and Documentation to be Confidential Information. The Contracted Vendor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contracted Vendor as confidential, the State shall notify the Contracted Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Contracted Vendor shall cooperate and assist the State with the collection and review of the Contracted Vendor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contracted Vendor’s sole responsibility and at the Contracted Vendor’s sole expense. If the Contracted Vendor fails to obtain a court order enjoining the disclosure, the State shall release the

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information on the date specified in the State's notice to the Contracted Vendor, without any liability to the Contracted Vendor.

11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 State

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

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

12.2 The Contracted Vendor

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

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

12.3 State's Immunity

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

12.4 Survival

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

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

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13.1 Termination for Default

Any one or more of the following acts or omissions of the Contracted Vendor shall constitute an event of default hereunder (“Event of Default”)

- a. Failure to perform the Services satisfactorily in material accordance with the Statement of Work or on schedule as agreed to by the parties;
- b. Failure to perform any other material covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contracted Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If the Contracted Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contracted 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 Contracted Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract.
- 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 Contracted Vendor shall be liable for reimbursing the State for administrative costs directly related to the replacement of the Contract, such as costs of competitive bidding, mailing, and advertising; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contracted Vendor. In the event of a

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termination for convenience, the State shall pay the Contracted Vendor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent

Contract Agreement-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.'s Initials: 

Date: 5-19-2017

Page 24 of 29

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 – PART 2 AMENDMENT #2**

required, which approval or ratification shall be final for the purpose of this Section;

- c. Take such action as the State reasonably directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contracted Vendor and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property, other than Contracted Vendor property, which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that the Contracted Vendor has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State on a reasonable time and material basis.

14. CHANGE OF OWNERSHIP

In the event that the Contracted Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contracted Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contracted 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 Contracted Vendor, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 The Contracted 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 shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

Contract Agreement-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.'s Initials: 

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

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	NETSMART	STATE	CUMULATIVE ALLOTTED TIME
Primary	Netsmart Project Manager Brian Taylor	State Project Manager David Levesque	5 Business Days
First	Netsmart Practice Director Samara Nash	DHHS Chief Information Officer Donna O’Leary	10 Business Days
Second	Executive Vice President Joe McGovern	Commissioner Jeffery A. Meyers	15 Business Days

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

Contract Agreement-Part 2
Initial & Date All Pages:
Netsmart Technology, Inc.’s Initials: 
Date: 5-19-2017

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 – PART 2 AMENDMENT #2**

17. RESERVED

18. GENERAL PROVISIONS

18.1 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.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

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

18.4 Access/Cooperation

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

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

18.5 Required Work Procedures

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

18.6 Computer Use

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

Contract Agreement-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.’s Initials: 

Date: 5-19-2017

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 – PART 2 AMENDMENT #2**

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contracted Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contracted 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 the Contracted 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 Contracted Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contracted 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.

18.7 Email Use

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

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

Neither the Contracted 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

Contract Agreement-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.'s Initials:

Date: 5-19-2017



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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 – PART 2 AMENDMENT #2**

negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

18.11 Insurance

18.11.1 Contracted Vendor Insurance Requirement

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

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

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 Survival

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



State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NETSMART TECHNOLOGIES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 02, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 622873



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 19th day of May A.D. 2017.

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

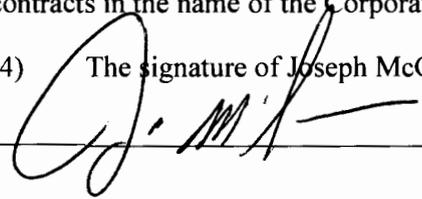
William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY
(Corporation under Seal)

I, **Timothy M. Donovan**, do hereby represent and certify that:

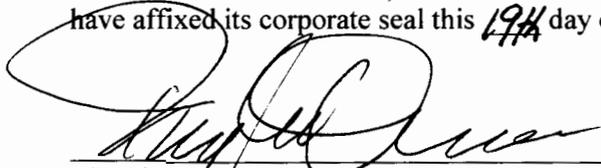
- (1) I am the Vice President and General Counsel of Netsmart Technologies, Inc. a Delaware corporation (the "Corporation").
- (2) I have examined the record of proceedings of the Board of Directors of Netsmart Technologies, Inc.
- (3) By resolution adopted on July 22, 2010, the Board of Directors of this Corporation authorized Mr. Joseph McGovern, as Executive Vice President of this Corporation, to execute contracts in the name of the Corporation.

- (4) The signature of Joseph McGovern that appears below is genuine.


_____ Joseph McGovern

- (5) The resolution respecting Mr. McGovern's authority has not been amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 19th day of May, 2017.

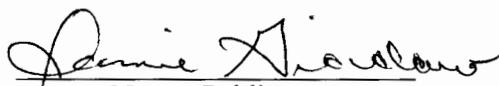


Timothy M. Donovan
Vice President & General Counsel
Netsmart Technologies, Inc.

(SEAL)

State of New York) ss:
County of Suffolk)

On the 19th day of May in the year 2017 before me, the undersigned, a notary public in and for said state and county, personally appeared Timothy M. Donovan, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

JAMIE GIORDANO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01G16303169
Qualified in Suffolk County
My Commission Expires May 12, 2018



CERTIFICATE OF LIABILITY INSURANCE

11/11/2017

DATE (MM/DD/YYYY)
11/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Continental Casualty Company	20443
INSURED	NETSMART, INC. 1358708 NETSMART TECHNOLOGIES, INC. 4950 COLLEGE BOULEVARD OVERLAND PARK KS 66211	INSURER B: The Continental Insurance Company	35289
		INSURER C: Indian Harbor Insurance Company	36940
		INSURER D: National Fire Insurance Co of Hartford	20478
		INSURER E:	
		INSURER F:	

COVERAGES NSH0101 CERTIFICATE NUMBER: 12281797 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADD INDS-VENDORS GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	5090734712	11/11/2016	11/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	5090734743	11/11/2016	11/11/2017	COMBINED SINGLE LIMIT (Ea acc/ident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$	N	N	5088164810	11/11/2016	11/11/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B R	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5090734709(AUS) 5090734726(CA)	11/11/2016 11/11/2016	11/11/2017 11/11/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ERRORS AND OMISSIONS	N	N	MTP0039166	11/11/2016	11/11/2017	\$10,000,000 AGGREGATE; ADDL TERMS AND CONDITIONS APPLY

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

CERTIFICATE HOLDER**CANCELLATION**

12281797 STATE OF NEW HAMPSHIRE DEPT. OF HEALTH AND HUMAN SERVICES ATTN: OFFICE OF THE COMMISSIONER 129 PLEASANT STREET CONCORD NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C APPROVED
Date: 12/21/16
Item # 24

December 5, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Behavioral Health, New Hampshire Hospital to amend a **sole source** agreement with Netsmart Technologies, Inc. (Vendor #163804), 4950 College Boulevard, Overland Park KS 66211 for the provision of Automated Dispensing Machines as part of the Closed Loop Medication Management Solution by increasing the price limitation by \$2,330,245 from \$420,415 to \$2,750,660 and extending the contract completion date from December 31, 2016 to November 30, 2021. Governor and Executive Council approved the original agreement on November 4, 2015 (item #9). Source of Funds: 34% Federal Funds, 33% General Funds and 33% Other Funds.

Funds are available in the following account in State Fiscal Year 2017 and anticipated to be available in State Fiscal Years 2018 through Fiscal Year 2022 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-94-940010-5272 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH
Electronic Health Record Pharmacy and Scanning Module (60% Federal Funds,
40%General Funds)**

Fiscal Year	Class/ Object	Class Title	Current Budget	Incr (Decr)	Revised Budget
2016	034/500099	Major IT Systems	\$420,415	0	\$420,415

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, IT FOR DHHS (29% Federal Fund, 39% Other Funds, 32% General Funds)

Fiscal Year	Class/ Object	Class Title	Current Budget	Incr (Decr)	Revised Budget
2017	038/509038	Technology - Software		\$173,949	\$173,949
2018	038/509038	Technology - Software		305,942	305,942
2019	038/509038	Technology - Software		321,239	321,239
2020	038/509038	Technology - Software		337,301	337,301
2021	038/509038	Technology - Software		354,166	354,166
2022	038/509038	Technology - Software		154,948	154,948
				\$1,647,545	\$1,647,545

05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (29% Federal Fund, 39% Other Funds (Provider Fees) & 32% General Funds)

Fiscal Year	Class/ Object	Class Title	Current Budget	Incr (Decr)	Revised Budget
2017	022/500257	Rents, Leases, Other than State		\$69,427	\$69,427
2018	022/500257	Rents, Leases, Other than State		\$138,854	\$138,854
2019	022/500257	Rents, Leases, Other than State		\$138,854	\$138,854
2020	022/500257	Rents, Leases, Other than State		\$138,854	\$138,854
2021	022/500257	Rents, Leases, Other than State		\$138,854	\$138,854
2022	022/500257	Rents, Leases, Other than State		\$57,857	\$57,857
				\$682,700	\$682,700

TOTAL:	\$2,750,660
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EXPLANATION

The requested action is a **sole source** amendment to the original contract approved by G&C November 4, 2015. Because of the proprietary nature of the contract, Netsmart Technologies is the only vendor able to perform the scope of services to complete the integration of the various software products. New Hampshire Hospital currently uses the following integrated Netsmart products:

- Practice Management (for scheduling and billing)
- Client Fund Management (for patient tracking)
- Clinical Workstation (for patient health records and treatment planning)

The contract approved November, 2015 added:

- Pharmacy Management
- Electronic Medication Administration records (eMAR)
- Enterprise Content Management and Document Imaging solution

The requested action adds the implementation of and support for enhanced medication dispensing units to the Netsmart Closed Loop Medication Management capabilities of the Netsmart solution. New Hampshire Hospital has invested for several years with Netsmart Technologies to implement an integrated electronic health record, pharmacy order entry and fulfillment, and document imaging solution. The investment goes beyond software to include hospital staff training for clinicians, social workers, nursing and rehabilitation, as well as the development of new business processes and workflows specific to the Netsmart solution. All Netsmart solutions implemented by New Hampshire Hospital are packaged (not custom) software solutions configured to meet Hospital and Joint Commission requirements. A fully integrated solution will support continued Joint Commission accreditation and increase the quality of patient care and coordination.

The requested amendment also consolidates into a single agreement all systems maintenance and support services for the above listed Netsmart software solutions licensed by New Hampshire Hospital.

New Hampshire Hospital did not seek to competitively bid this amendment because the hospital is presently in the midst of a multi-phase implementation that includes the scope of the original contract. Once the implementation is completed, the anticipated benefits of the integrated solution will begin to be realized.

Automated dispensing devices are an accurate and timely distribution of medications to patients. Netsmart provides a mechanical system that performs operations relative to storage, packaging, counting, labeling and dispensing of medications while collecting appropriate controls and maintaining all transaction information.

A Closed Loop Medication Management Solution is a fully electronic medication management process in which all relevant information is documented seamlessly. The system features comprehensive tools for those involved in medication delivery whether ordering, verifying, dispensing or administering medications.

Once the patient's electronic medical record is entered into the system, the physician has the ability to access the record and enter the appropriate medication order into the system. The pharmacist will access the order to approve. The nurse will then have the ability access this information to ensure the medication has been approved by the pharmacist. The automated medication dispenser processes

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 4 of 4

the order and distributes the medication to the nurse. Once the medication has been distributed the Automated Dispensing Machine then interfaces with the Closed Loop Medication Management Solution to update the patient record.

The combination of a Closed Loop Medication Management Solution and the Automated Dispensing Machine reduces costs, increases patient safety, increases the quality of care, decreases liability and improves performance on accreditation.

Should the Governor and Executive Council not approve this request, New Hampshire Hospital may be unable to achieve complete execution of the Closed Loop Medication Management Solution which could result in a reduction of federal reimbursements.

Source of Funds: 60% Federal Funds, 40% General Funds (954010-5272) and 29% Federal Fund, 39 % Other Funds (Provider Fees) & 32% General Funds (94010-8750)

Area Served: New Hampshire Hospital

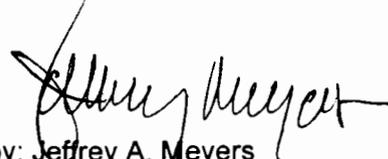
Respectfully Submitted,



Katja S Fox
Director, Behavioral Health



Donna O'Leary
Chief Information Officer



Approved by: Jeffrey A. Meyers
Commissioner



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

Denis Goulet
Commissioner

December 5, 2016

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source contract with Netsmart Technologies, Inc. as described below and referenced as DoIT No. 2016-032A.

The purpose of this amendment is to add the implementation of and support for enhanced medication dispensing units to the Netsmart Closed Loop Medication Management capabilities of the current Netsmart solution. In addition, this amendment will consolidate into a single agreement all systems maintenance and support services for the Netsmart software solutions licensed by New Hampshire Hospital listed below:

- Practice Management (for scheduling and billing)
- Client Fund Management (for patient tracking)
- Clinical Workstation (for patient health records and treatment planning)
- Pharmacy Management
- Electronic Medication Administration records (eMAR)
- Enterprise Content Management and Document Imaging solution

The total funding amount is not to exceed \$2,750,660 and is effective upon the date of Governor and Executive Council approval through November 30, 2021.

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

Sincerely,

Denis Goulet

DG/ik
2016-032A,
RID #19708
cc: Bruce Smith, IT Manager

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION
SERVICES
SOFTWARE AND SERVICES AGREEMENT
Contract # 2016 -032
CONTRACT AMENDMENT #1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, Contract # 2016 -032, (herein after referred to as the "Agreement"), Netsmart Technologies, Inc. (hereinafter referred to as "Vendor" or "Netsmart") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement (P-37), the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the term of the current Agreement to receive services from Netsmart through November 30th, 2021 and requests Netsmart to provide Automated Dispensing Machines as part of the Closed Loop Medication Management Solution;

WHEREAS, The Vendor agrees to provide services on the current Agreement through November 30th, 2021 and install the Solution necessary to complete the Automated Dispensing Machine capabilities needed to fulfill Closed Loop Medication Management automation.

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$2,330,245.46 (consisting of \$1,647,545.46 in Annualized Maintenance and Support for contract extension of all Segments (including Annualized Maintenance and Support for solutions installed prior to November, 2015), and \$682,700.00 for the CareFusion Solution in Segment 1 and Change Orders to bring the total contract price to \$2,750,660.22.

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

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

The Agreement is hereby amended as follows:

Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from December 31, 2016 to November 30th, 2021;

Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$2,330,245.46 from \$420,414.76 to \$2,750,660.22.

1. The Agreement is further amended as described in Table 1:

Table 1 Additional Changes to Contract Agreement 2016-032 - Part 3

Applicable Section	AMENDED TEXT
Part 2 "Introduction"	Amend the following language FROM "This contract will consist of 3 segments, as follows:" TO "This contract will consist of 4 segments, as follows:"

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION SERVICES
SOFTWARE AND SERVICES AGREEMENT
CONTRACT # 2016 -032
CONTRACT AMENDMENT #1**

<p>Part 2 "Introduction"</p>	<p>Add the following language to the Introduction, on page 7 of 27:</p> <p>SEGMENT 4 – ANNUALIZED MAINTENANCE & SUPPORT PRIOR TO CONTRACT # 2016-032</p> <p>Prior to Contract #2016-032, New Hampshire Hospital operated software from Netsmart. This allowed the hospital to admit, discharge, transfer, bill for services, perform clinical documentation, sustain the IT integrity of the application, share information with the Pharmacy Management software, perform allergy checks, and utilize ICD-10 code sets. Continuing Maintenance and Support of these applications allows us to have access to updates and readily available enhancements as well as access to Netsmart support for troubleshooting and product assistance.</p>																												
<p>Entire Part 2 and Part 3, All references to "Segment 1"</p>	<p>All references to Segment 1 shall be understood to include the CareFusion product. It is not necessary to modify language except as noted herein because the CareFusion product is a component of Segment 1.</p>																												
<p>Part 2 Terms and Definitions</p>	<p>Add the following language to the Terms and Definitions table, beginning on page 1 of 27.</p> <table border="1" data-bbox="418 934 1323 1921"> <tr> <td>Acceptance Letter</td> <td>An Acceptance Letter provided by the State to Vendor confirming that a Deliverable has satisfied any applicable Acceptance Tests or Review. Notwithstanding the foregoing, as applicable to the CareFusion Products or related Services.</td> </tr> <tr> <td>Acceptance Date</td> <td>The first day of the calendar month following Acceptance of the CareFusion Product.</td> </tr> <tr> <td>-</td> <td>-</td> </tr> <tr> <td>Delayed Product</td> <td>A Carefusion Product that is not Accepted by the Support Term Begin Date for any reason that is not the sole fault of Netsmart or CareFusion, as a subcontractor of Netsmart.</td> </tr> <tr> <td>Go Live Date</td> <td>First day of the month following the Completion Date for all Implementation Activities for the Carefusion Product.</td> </tr> <tr> <td>Integral CareFusion Software</td> <td>Software that may be licensed separately by Netsmart's subcontractor, CareFusion, but is commercially released or bundled as an integral part of the Carefusion Products under this Agreement.</td> </tr> <tr> <td>CareFusion Software</td> <td>Means all Software distributed by CareFusion for the use of the CareFusion Products whether owned, or licensed by CareFusion (e.g., application software, embedded and/or integrated software, interface software, custom drivers including additional software elements integrated into the Carefusion Product including Leximcomp). The CareFusion Software is licensed, not sold. CareFusion and its licensors retain all ownership rights in CareFusion Software.</td> </tr> <tr> <td>Limited Warranty</td> <td>The warranty for CareFusion Products Software Warranty set forth in this Agreement.</td> </tr> <tr> <td>Main Unit</td> <td>An end-user work station that facilitates interaction with the device operating software for the Carefusion Products.</td> </tr> <tr> <td>CareFusion Product</td> <td>Any CareFusion hardware and equipment (Pyxis[®] equipment and Pyxis[®] software), disposables, Software, Software licenses, accessories or other products and/or Services provided by Netsmart or Carefusion to the State pursuant to the terms of this Agreement</td> </tr> <tr> <td>RSS</td> <td>Remote Support Services</td> </tr> <tr> <td>Service Case Hours</td> <td>The total number of hours required to resolve a reported issue for a Carefusion Product, from the time a case is opened by the TSC until it is closed</td> </tr> <tr> <td>Support Services</td> <td>The support services for the Carefusion Products provided pursuant to the terms and conditions of Schedule B.</td> </tr> <tr> <td>Support Term Begin Date</td> <td>The Support Term Begin Date for the applicable Support Term of a Carefusion Products is set forth in the applicable Implementation timeline as the "Term Begin Date". If there is no Term Begin Date in an applicable Implementation Timeline, then the applicable Support Term shall begin on</td> </tr> </table>	Acceptance Letter	An Acceptance Letter provided by the State to Vendor confirming that a Deliverable has satisfied any applicable Acceptance Tests or Review. Notwithstanding the foregoing, as applicable to the CareFusion Products or related Services.	Acceptance Date	The first day of the calendar month following Acceptance of the CareFusion Product.	-	-	Delayed Product	A Carefusion Product that is not Accepted by the Support Term Begin Date for any reason that is not the sole fault of Netsmart or CareFusion, as a subcontractor of Netsmart.	Go Live Date	First day of the month following the Completion Date for all Implementation Activities for the Carefusion Product.	Integral CareFusion Software	Software that may be licensed separately by Netsmart's subcontractor, CareFusion, but is commercially released or bundled as an integral part of the Carefusion Products under this Agreement.	CareFusion Software	Means all Software distributed by CareFusion for the use of the CareFusion Products whether owned, or licensed by CareFusion (e.g., application software, embedded and/or integrated software, interface software, custom drivers including additional software elements integrated into the Carefusion Product including Leximcomp). The CareFusion Software is licensed, not sold. CareFusion and its licensors retain all ownership rights in CareFusion Software.	Limited Warranty	The warranty for CareFusion Products Software Warranty set forth in this Agreement.	Main Unit	An end-user work station that facilitates interaction with the device operating software for the Carefusion Products.	CareFusion Product	Any CareFusion hardware and equipment (Pyxis [®] equipment and Pyxis [®] software), disposables, Software, Software licenses, accessories or other products and/or Services provided by Netsmart or Carefusion to the State pursuant to the terms of this Agreement	RSS	Remote Support Services	Service Case Hours	The total number of hours required to resolve a reported issue for a Carefusion Product, from the time a case is opened by the TSC until it is closed	Support Services	The support services for the Carefusion Products provided pursuant to the terms and conditions of Schedule B.	Support Term Begin Date	The Support Term Begin Date for the applicable Support Term of a Carefusion Products is set forth in the applicable Implementation timeline as the "Term Begin Date". If there is no Term Begin Date in an applicable Implementation Timeline, then the applicable Support Term shall begin on
Acceptance Letter	An Acceptance Letter provided by the State to Vendor confirming that a Deliverable has satisfied any applicable Acceptance Tests or Review. Notwithstanding the foregoing, as applicable to the CareFusion Products or related Services.																												
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Go Live Date	First day of the month following the Completion Date for all Implementation Activities for the Carefusion Product.																												
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CareFusion Software	Means all Software distributed by CareFusion for the use of the CareFusion Products whether owned, or licensed by CareFusion (e.g., application software, embedded and/or integrated software, interface software, custom drivers including additional software elements integrated into the Carefusion Product including Leximcomp). The CareFusion Software is licensed, not sold. CareFusion and its licensors retain all ownership rights in CareFusion Software.																												
Limited Warranty	The warranty for CareFusion Products Software Warranty set forth in this Agreement.																												
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CareFusion Product	Any CareFusion hardware and equipment (Pyxis [®] equipment and Pyxis [®] software), disposables, Software, Software licenses, accessories or other products and/or Services provided by Netsmart or Carefusion to the State pursuant to the terms of this Agreement																												
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Support Term Begin Date	The Support Term Begin Date for the applicable Support Term of a Carefusion Products is set forth in the applicable Implementation timeline as the "Term Begin Date". If there is no Term Begin Date in an applicable Implementation Timeline, then the applicable Support Term shall begin on																												

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION SERVICES
SOFTWARE AND SERVICES AGREEMENT
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		the first day of the month following the date the Carefusion Product is Accepted.
	Third Party Software	Any software or databases embedded into the Products or used in connection with the Products or Services, which are owned by a third party licensed by CareFusion, and provided by Netsmart under the terms of this Agreement.
	TSC	CareFusion's Technical Support Center
	Updates	A bug fix, patch, error correction, virus update, minor Deliverable or modification to existing features to maintain the security or operation of the Integral CareFusion Software.
	Upgrades	A major Deliverable, new feature or other improvement to the Integral CareFusion Software, but does not include any hardware, Third Party Software, or any other Integral CareFusion Software that is generally licenses separately.
Part 2 Introduction	Add the following language under "SEGMENT 1 – RxCONNECT IMPLEMENTATION SERVICES" The terms and conditions that will govern the purchase, use and support of the CareFusion Products provided herein are attached as Schedule A.	
Part 2 Section 3 Project Management	Delete 3.2.5 and replace with the following language: "3.5.2 The Contracted Vendor Project Manager for Netsmart products and Services is: Brian Taylor Netsmart Project Manager Netsmart Technologies, Inc. 3500 Sunrise Highway, Suite D122 Great River, New York 11739 Tel: (614) 778-6747 Email: btaylor@ntst.com 3.2.6 The Project Manager for Pyxis products and Services is: Raquel DeCandio Pyxis Project Manager Netsmart Technologies, Inc. 3500 Sunrise Highway, Suite D122 Great River, New York 11739 Tel: (845) 325-2002 Email: Raquel.DeCandio@Carefusion.com	
Exhibit A – Contract Deliverables – Part 3	Add the following language to Exhibit A, page 15 of 66: 1.18 CareFusion MedStation Implementation The applicable Implementation and Support Services for the Carefusion Products are hereby attached as Schedule B.	
Exhibit B – Price and Payment Schedule, Section 1.1	On page 29 of 66, replace "420,414.76" with \$2,750,660.22. Replace "December 31, 2016" with "November 30, 2021" On page 29 of 66 replace "Software Licenses, Subscriptions, and Maintenance" with "CareFusion Automated Dispensing System, CareFusion Software Licenses, Subscriptions, and Maintenance" On page 30 of 66 replace table with the table below:	

**STATE OF NEW HAMPSHIRE
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Software and Subscription Deliverables						
	Deliverable	Deliverable Type	Projected Delivery Date	Annual Amount	Initial Payment - Due net 30 days after invoice	Total Payments Through November 30, 2021
1	- RxConnect Browser (License - @\$5,000.00) - RxConnect ADM Browser Interface (License - @ \$2,500.00) - Crystal Reports Developer Version (License @ \$495.00)	Licensed Software, One Time Fee	Delivered upon execution of Contract #2016-032	Not Applicable	Paid November 2015	\$27,995.00
2	Avatar Electronic Med Admin Record (eMAR) (License)	Licensed Software, One Time Fee	Delivered upon execution of Contract #2016-033	Not Applicable	Paid November 2015	\$28,000.00
3	Ultimedex Suite Subscription - Includes up to 200 beds for one location - Monthly subscription fee of \$387.64 for period November 1, 2015-June 30, 2016, for total of 8 months of - Monthly fees are payable for all months one time per year - Annualized renewal payments are defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	Licensed Subscription, Recurring Fee	Delivered upon execution of Contract #2016-034	Defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	\$2,713.48	\$26,238.96
4	- RxConnect Browser (Maintenance - @ \$590.66 per month) - RxConnect ADM Browser Interface (Maintenance - @ \$54.17 per month) - Crystal Reports Developer Version (Maintenance @ \$ 8.33 per month) - Monthly fees are payable for all months one time per year - Annualized renewal payments are defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	Software Maintenance, Recurring Fee	Delivered upon execution of Contract #2016-035	Defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	\$4,566.31	\$44,155.55
5	Avatar Electronic Medic Admin Record (eMAR) (Maintenance - @ \$612.50 per month) - Monthly fees are payable for all months one time per year - Annualized renewal payments are defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	Software Maintenance, Recurring Fee	Delivered upon execution of Contract #2016-036	Defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	\$4,287.50	\$41,459.50
6	Carefusion Medstation 4000 Automated Dispensing System consisting of the following CareFusion Product ID Items (Quantity 1 unless specified) 3030 (Quantity 5), 345, 136518-01, 139812-01, 134561-01, 309, 134781-01	System Purchase Price, to be paid Month in 60 Equal installments of \$11,045.00	Upon acceptance of delivery of licensed software and hardware for commencement of implementation	\$132,540.00	N/A	\$662,700.00
TOTAL					\$11,567.29	\$830,549.01
On page 30 of 66 replace "Grand Total – Segment 1 = \$147,931.43" with "Grand Total Segment 1 = \$922,485.44"						
Exhibit B – Price and Payment Schedule, Section 1.1	On page 30 of 66 insert the following table above "Grand Total Segment 1 = \$922,485.44" to show Maintenance and Support Payments for renewals beginning with the Initial Payment:					

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Extended Maintenance and Support Payments beginning with the Initial Payments for Segment 1							
A	B	C	D	E	F	G	H
Item	12/2016-06/2017	07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021	Total
Ultimedex Suite Subscription (\$387.64 per month in first year)	\$2,713.48	\$4,884.26	\$5,128.48	\$5,384.90	\$5,654.15	\$2,473.69	\$26,238.96
RxConnect Browser, RxConnect ADM Browser Interface, Crystal Reports Developer Version (Maintenance and Support \$657.33 per month in First Year)	\$4,566.31	\$8,219.36	\$8,630.33	\$9,061.84	\$9,514.93	\$4,162.78	\$44,155.55
Avatar Electronic Medic Admin Record (Maintenance and Support \$612.50 per month in First Year)	\$4,287.50	\$7,717.50	\$8,103.38	\$8,508.54	\$8,933.97	\$3,908.61	\$41,459.50
4 Total	\$11,567.29	\$20,821.12	\$21,862.18	\$22,955.29	\$24,103.05	\$10,545.06	\$111,854.01

Exhibit B – Price and Payment Schedule, Section 1.1

On page 31 of 66 insert the following table above “Grand Total Segment 2 = \$149,850.00” to show Maintenance and Support Payments for renewals beginning with the Initial Payment in the table above:

Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 2							
A	B	C	D	E	F	G	H
Item	12/2016-06/2017	07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021	Total
Additional 125 Avatar RADplus Named Users (Maintenance and Support \$1,750.00 per month in First Year) - First Year Initial Payment due net 30 days upon contract execution	\$12,250.00	\$22,050.00	\$23,152.50	\$24,310.13	\$25,525.63	\$11,167.46	\$118,455.72
Additional 50 Avatar Cache Elite, Multi-Server, Platform Specific Concurrent (Maintenance and Support \$800.00 per month in first year) -- First Year Initial Payment due net 30 days upon contract execution	\$5,600.00	\$10,080.00	\$10,584.00	\$11,113.20	\$11,668.86	\$5,105.13	\$54,151.19
3 Total	\$17,850.00	\$32,130.00	\$33,736.50	\$35,423.33	\$37,194.49	\$16,272.59	\$172,606.91

Exhibit B – Price and Payment Schedule, Section 1.1

On page 31 of 66 replace “Grand Total Segment 2 = \$149,268.50” with Grand Total Segment Two = \$322,456.91

Exhibit B – Price and Payment Schedule, Section 1.1

On page 32 of 66 “SEGMENT 3...” Replace second table with the following table covering extended Maintenance and Support period:

Software and Subscription Deliverables						
	Deliverable	Deliverable Type	Projected Delivery Date	Annual Amount	Initial Payment	Total Payments Through November 30, 2021
1	POS and Batch Scanning Powered by Perceptive (License)	Licensed Software, One Time Fee	Delivered upon execution of Contract #2016-032	Not Applicable	Paid November 2015	\$27,995.00
2	POS and Batch Scanning Powered by Perceptive (Maintenance @ \$291.67 per month - Monthly fees are payable for all months one time per year - Annualized renewal payments are defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	Software Maintenance, Recurring Fee	Delivered upon execution of Contract #2016-033	Defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	\$2,041.67	\$19,742.62
TOTAL					\$2,041.67	\$47,737.62

Exhibit B – Price and Payment Schedule, Section 1.1

On page 32 of 66 replace “Grand Total Segment 3 = \$112,633.33” with “Grand Total Segment 3 = \$132,375.95”

Exhibit B – Price and Payment

On page 32 of 66 insert the following table above “Grand Total Segment 3 = \$132,375.95” to show Maintenance and Support Payments for renewals beginning with the Initial Payment:

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Schedule, Section 1.1	Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 2							
	A	B	C	D	E	F	G	H
	Item	12/2016 - 06/2017	07/2017 - 06/2018	07/2018 - 06/2019	07/2019 - 06/2020	07/2020 - 06/2021	07/2021 - 11/2021	Total
	POS and Batch Scanning Powered by							
	1 Perceptive	\$2,041.67	\$3,675.00	\$3,858.75	\$4,051.69	\$4,254.27	\$1,861.24	\$19,742.62
2 Total	\$2,041.67	\$3,675.00	\$3,858.75	\$4,051.69	\$4,254.27	\$1,861.24	\$19,742.62	

Exhibit B – Price and Payment Schedule, Section 1.1	Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 2							
	A	B	C	D	E	F	G	H
	Item	12/2016 - 06/2017	07/2017 - 06/2018	07/2018 - 06/2019	07/2019 - 06/2020	07/2020 - 06/2021	07/2021 - 11/2021	Total
	RADplus Named Users (564 Licenses) -- First Year Initial Payment due net 30 days upon contract execution	\$27,994.46	\$50,390.03	\$52,909.53	\$55,555.00	\$58,332.75	\$25,520.58	\$270,702.34
	Avatar Clinical Workstation (CWS) -- First Year Initial Payment due net 30 days upon contract execution	\$8,508.55	\$15,315.38	\$16,081.15	\$16,885.21	\$17,729.47	\$7,756.64	\$82,276.41
	Avatar Practice Management (PM), Client Fund Management System (CFMS), Order Entry (OE) --First Year Initial Payment due net 30 days upon contract execution	\$46,792.77	\$84,226.98	\$88,438.33	\$92,860.24	\$97,503.26	\$42,657.67	\$452,479.25
	Avatar HL7 to Work --First Year Initial Payment due net 30 days upon contract execution	\$5,421.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,421.00
	Avatar Cache Elite, Multi-Server, Platform Specific Concurrent (131 Licenses) --First Year Initial Payment due net 30 days upon contract execution	\$50,606.21	\$91,091.18	\$95,645.73	\$100,428.02	\$105,449.42	\$46,134.12	\$489,354.68
	Diagnosis Content on Demand (DCOD) - ICD10 not utilizing DSM content -- First Year Initial Payment due net 30 days upon contract execution	\$1079.78	\$4,535.08	\$4,761.83	\$4,999.93	\$5,249.92	\$2,296.84	\$22,923.38
	Wiley Libraries -- First Year Initial Payment due net 30 days upon contract execution	\$2,087.40	\$3,757.32	\$3,945.19	\$4,142.45	\$4,349.57	\$1,902.94	\$20,184.85
	8 Total	\$142,490.16	\$249,315.96	\$261,781.76	\$274,870.85	\$288,614.39	\$126,268.80	\$1,343,341.92
	“Grand Total Segment 4 = \$1,343,341.92”							

Exhibit B – Price and Payment Schedule, Section 1.1	On page 33 of 66 insert the following table above “Grand Total Change Order = \$10,000” to show updated Change Order amount to include Pyxis MedStation Implementation:			
		Deliverable	Deliverable Type	Est. Projected Delivery Date
	1	Change Order - RxConnect or Document Imaging	Non-Software	As Needed
2	Change Order - Project Management and Avatar/RxConnect Configuration for Pyxis MedStation Implementation Project	Non-Software	As Needed	
				Payment
				\$10,000.00
				\$20,000.00

Exhibit B – Price and Payment Schedule, Section 1.1 On page 33 of 66 replace “Grand Total Change Order = \$10,000” with “Grand Total Change Order = \$30,000”

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Exhibit B – Price and Payment Schedule, Section 1.1	<p>On page 33 of 66, delete the Grand Total Chart, and replace with:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Segment 1</td> <td style="text-align: right;">\$922,485.44</td> </tr> <tr> <td>Segment 2</td> <td style="text-align: right;">\$322,456.91</td> </tr> <tr> <td>CONTRACT Segment 3</td> <td style="text-align: right;">\$132,375.95</td> </tr> <tr> <td>GRAND TOTAL Segment 4</td> <td style="text-align: right;">\$1,343,341.92</td> </tr> <tr> <td>Change Orders</td> <td style="text-align: right;">\$30,000.00</td> </tr> <tr> <td>GRAND TOTAL</td> <td style="text-align: right;">\$2,750,660.22</td> </tr> </table>	Segment 1	\$922,485.44	Segment 2	\$322,456.91	CONTRACT Segment 3	\$132,375.95	GRAND TOTAL Segment 4	\$1,343,341.92	Change Orders	\$30,000.00	GRAND TOTAL	\$2,750,660.22
Segment 1	\$922,485.44												
Segment 2	\$322,456.91												
CONTRACT Segment 3	\$132,375.95												
GRAND TOTAL Segment 4	\$1,343,341.92												
Change Orders	\$30,000.00												
GRAND TOTAL	\$2,750,660.22												
Exhibit B – Price and Payment Schedule, Section 2	<p>Delete Section 2 Total Contract Price, and replace with:</p> <p>2. TOTAL CONTRACT PRICE</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$2,750,660.22. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Netsmart for all fees and expenses, of whatever nature, incurred by Netsmart in the performance hereof.</p> <p>The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p>												

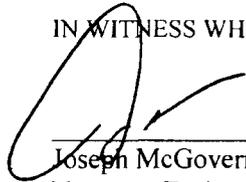
Table 2 CONTRACT #2016-032 - Netsmart Software and Services Agreement

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-032	Original Contract	11/4/2015 Item #9	December 31, 2016	\$420,414.76
2016-032 Amendment A	1 st Amendment	Upon G&C Approval	November 30, 2021	\$2,330,245.46
	CONTRACT TOTAL			\$2,750,660.22

**STATE OF NEW HAMPSHIRE
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SOFTWARE AND SERVICES AGREEMENT
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Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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



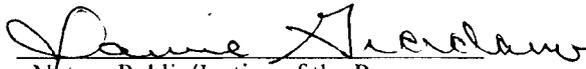
Joseph McGovern, Executive Vice President
Netsmart Technologies, Inc.

Date: 10/25/16

Corporate Signature Notarized:
STATE OF New York
COUNTY OF Suffolk

On this the 25th day of October, 2016, before me,
Joseph McGovern, the undersigned Officer _____,
personally appeared and acknowledged her/himself to be the EVP
of Netsmart Technologies, a corporation, and that she/he, as such
EVP being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as
Joseph McGovern.

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



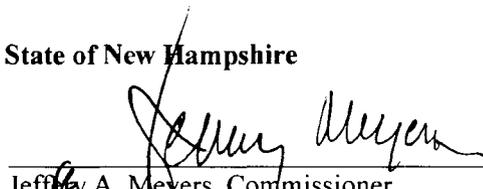
Notary Public/Justice of the Peace

My Commission Expires: 5/12/18

(SEAL)

JAMIE GIORDANO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01G16303169
Qualified in Suffolk County
My Commission Expires May 12, 2018

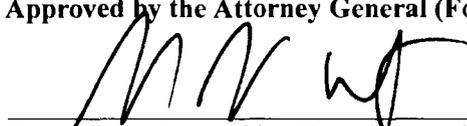
State of New Hampshire



Jeffrey A. Meyers, Commissioner
State of New Hampshire
Department of Health and Human Services

Date: 11/29/16

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



State of New Hampshire, Department of Justice

Date: 11/30/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION SERVICES
SOFTWARE AND SERVICES AGREEMENT
CONTRACT # 2016 -032
CONTRACT AMENDMENT #1**

Schedule A

The terms of this Schedule A apply to the Carefusion Product provided by Netsmart. The State understands and agrees that CareFusion Solutions, LLC (“CareFusion”) will be providing services in relation to the Carefusion Products as a subcontractor of Netsmart pursuant to a separate agreement between Netsmart and CareFusion, and that Netsmart shall remain wholly responsible for the performance of the entire Agreement in accordance with Section 15.2 (*Assignment, Delegation and Subcontracts*) of Part 2 of the Agreement. Any capitalized terms below will have the same meaning as set forth under the “Terms and Definitions” section of the Agreement unless such term is provided a different meaning, below.

PART I. CareFusion Product and CareFusion Software Terms; General Terms and Conditions

NOTWITHSTANDING THE FOLLOWING SECTIONS CONTAINED IN THIS PART I, NOTHING WILL DIMINISH NETSMART’S OBLIGATIONS AND LIABILITIES TO THE STATE UNDER THE AGREEMENT.

1. **Acceptance.** A CareFusion Product will be deemed accepted by the State upon completion of System Implementation and an Acceptance Letter, provided that such CareFusion Product functions substantially in accordance with the specifications of its User Guide (defined below). The State may reject a CareFusion Product only if the CareFusion Product fails to function substantially in accordance with the specifications of its User Guide. State understands that the CareFusion Products prior to acceptance are provided on an "as available" basis and Netsmart does not guarantee availability for production use of the CareFusion Products at any time prior to acceptance
2. **CareFusion Product Software Warranty.** Netsmart and the State agree that CareFusion makes no warranty of any kind, express or implied, to the State. Netsmart represents and warrants to the State that it is authorized to license and to provide a warranty for the CareFusion Product to the State, in its own name, and the terms of that warranty have been set forth in the Agreement between the State and Netsmart. To the extent that Netsmart requires assistance or support from CareFusion in connection with a warranty claim by the State, Netsmart will obtain that support from CareFusion but in any event, the terms and scope of the Netsmart warranty for the Carefusion Product will be governed by the Agreement between Netsmart and the State.
3. **LIMITATION OF LIABILITY.**
4. **CareFusion Software, Data, and Intellectual Property Ownership.**
 - a.
 - b. **CareFusion Software License.** Subject to these terms and conditions and applicable User Guide and the license restriction set forth in Subsection (c) below, NetSmart is authorized by CareFusion to grant to the State a subscription-only, non-exclusive, non-transferable license to use CareFusion Software solely in connection with the CareFusion Products at the State's site(s). The subscription license granted herein does not include a license for the State to use CareFusion Software for any development or for any commercial resale to support the product for any commercial use outside of the State operated facility(s). The CareFusion Software

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will be subject to the terms and conditions under Part III (Third Party Software Terms and Conditions), below. For CareFusion Software, the State will use third-party equipment meeting the applicable minimum System requirements (as specified to the State in writing or equipment provided to the State as part of this agreement) and will protect its System and the CareFusion Software from viruses, malware, and intrusion. The State will perform applicable manufacturer recommended maintenance for such equipment and maintain such equipment at the version levels specified to the State in writing.

- c. CareFusion Software License Restrictions; Scope of Use. (i) All title and intellectual property rights in and to CareFusion Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in CareFusion Software, are and at all times shall remain, the sole and exclusive property of CareFusion or its licensors. CareFusion Software is protected by copyright laws as well as other intellectual property laws and treaties. State's possession, use, or access to CareFusion Software does not transfer any ownership of CareFusion Software nor any intellectual property rights to the State. All rights not expressly granted under this Agreement are reserved by CareFusion and its licensors. Nothing contained in this Agreement shall be construed directly or indirectly to assign or grant to State any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of CareFusion or its licensors. (ii) State may not make any copies of CareFusion Software or any Deliverable for any purpose unless for back-up purposes expressly authorized by Vendor; (iii) sell, assign, sublicense, distribute, rent, or otherwise transfer CareFusion Software to a third party; or (iv) separate integrated CareFusion Software from any CareFusion Product, or otherwise use integrated CareFusion Software except as an integrated part of the applicable CareFusion Product. Without limiting these license restrictions, the State will adopt and implement reasonable measures to guard against unauthorized use of CareFusion Software. Netsmart may suspend or revoke user codes, or take other appropriate action, if Netsmart reasonably believes that a security violation has occurred. Scope of use restrictions for CareFusion Software are set forth in this Contract. The State's scope of use will be measured periodically and additional fees will apply if the scope of use is exceeded. Upon Netsmart's reasonable request (no more than once per year), the State will provide Netsmart with relevant information to verify the State's scope of use (such as count or list of active users). The State will provide Netsmart with thirty (30) days prior notice for any event affecting the State's scope of use, such as acquisition of a hospital or construction of a new facility, so the State's scope of use may be adjusted. The State will not resell the CareFusion Products. The State acknowledges and agrees that any breach of these restrictions may result in immediate and irreparable harm to for which money damages are an inadequate remedy, and State agrees that either CareFusion or Netsmart is entitled to injunctive relief if any restriction contained herein is violated.
- d. Intellectual Property Ownership. All right, title and interest in the intellectual property embodied in the CareFusion Products and the CareFusion Software and related Deliverables (including, without limitation, all copyrights, patents, trademarks, trade secrets, trade names, and trade dress), will belong solely and exclusively to Netsmart or the applicable supplier or licensor. The State has no rights in any such intellectual property, except as expressly granted in this Amendment.

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5. **System Requirements.** For CareFusion Software-only Products, the State will use third-party Equipment meeting the applicable minimum System requirements (as specified to the State in writing) and will protect its System and the CareFusion Software from viruses, malware, and intrusion. The State will perform applicable manufacturer recommended maintenance for such Equipment and maintain such Equipment at the version levels specified to the State in writing.
6. **Termination Rights.**
7. **Information Management Tools.** The State acknowledges and agrees that the CareFusion Software furnished pursuant to this Amendment is an information management tool only and that it contemplates and requires the involvement of the State's learned intermediaries. The State further acknowledges and agrees that neither Netsmart nor its suppliers have represented its products as having the ability to diagnose disease, prescribe treatment, or perform any other tasks that constitute the practice of medicine or of other professional or academic disciplines.
8. **Support.** Support Services for Carefusion Products (hereafter referred to as "Support") will be provided by CareFusion, as a subcontractor of Netsmart, to the State pursuant to the following terms and selected support program (Standard Program is selected) and product type (e.g., CareFusion Product equipment or Integral CareFusion Software). The support program and terms are set forth in Part II, below.
 - a. **Properly Performing.** During the Support Term, CareFusion, as a subcontractor and on behalf of Netsmart, and the State, as applicable, will provide Support necessary to keep the Carefusion Products and the Netsmart side of any applicable interfaces ("Interfaces") performing in accordance with the material specifications of the applicable User Guide ("Properly Performing"). If CareFusion determines that a Carefusion Product cannot be made Properly Performing through repair Services, then portions of the Carefusion Product equipment will be replaced or the functionality of the Integral CareFusion Software will be restored, as needed. During any Extended Term, commercially reasonable efforts will be used to restore the functionality of any Carefusion Product, which is not Properly Performing, but there will be no obligation to replace Equipment or Integral CareFusion Software.
 - b. **Remote Support Services.** Remote support services ("RSS") will be provided on a 24/7/365 basis through CareFusion's Technical Support Center ("TSC"). To permit access to the Carefusion Product via RSS, the State will provide high-speed Internet access and firewall modifications to enable connectivity, if applicable. If the State's system, connectivity, or personnel prevent CareFusion from performing RSS on a Carefusion Product, then: (i) any Guaranteed Response Time or Uptime (as defined in the respective support program selected by the State) applicable to that Carefusion Product will be void; and (ii) The State will permit the installation and maintenance at the State's site the applications necessary to allow the deployment of Updates and Upgrades (as defined below) by RSS. Where RSS is not practical and direct access to equipment is required, the State will allow such access.
 - c. **Interface Modification.** If an Interface between a Carefusion Product and the State's information system is modified as part of Support, then the State will test the modified Interface within seventy-two business (72) hours. The State's sole remedy related to Interface functionality will be for the Interface to be modified to provide full functionality.
 - d. **Replacement Parts.** Non-consumable parts in Carefusion Product equipment, including Pyxis CUBIE® Pockets, which are not Properly Performing for any reason other than an External Cause (as defined below) will be adjusted and replaced. Replacement parts will be furnished on an exchange basis.

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- e. **Preventative Maintenance.** Onsite preventative maintenance of Carefusion Product equipment will be performed in accordance with the then-current preventive maintenance schedule.

PART II. Support Programs for CareFusion Products

NOTWITHSTANDING THE FOLLOWING SECTIONS CONTAINED IN THIS PART II, NOTHING WILL DIMINISH NETSMART'S OBLIGATIONS AND LIABILITIES TO THE STATE UNDER THE AGREEMENT.

1. **Standard Support Plan.** The State has elected the Standard Support Plan in which the following terms will apply:
- 1.1 State Obligations.** The State will be responsible for support of the following activities:
- (a) **Server Support.** The State will provide services for (i) the State's side of station and server network connectivity, (ii) The State-provided server hardware, and (iii) server-based, non-application related System performance and downtime, e.g., operating system, database issues, host system etc.
 - (b) **System Requirements.** The State will provide (i) station and server environment, e.g., power and plugs, etc., (ii) State data center and network availability, (iii) conformance with minimum server environment requirements for the Carefusion Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.
 - (c) **Peripherals.** The State will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.
 - (d) **Training Logistics.** The State will be informed of training logistic requirements and State will provide appropriate resources, space, and access to applicable System or equipment at the installation site to support training activities provided to State representatives.
 - (e) **Virtual Machine (VM) Deployments.** For Integral CareFusion Software deployed using VM technology, the State will provide all Services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the performance of the applicable relational database server (e.g., MSSQL) instance for the Carefusion Product(s) as set forth in the hardware requirements.
 - (f) **Active Directory.** For products that support Active Directory capability, the State will provide integrated Active Directory Services and user administration, e.g., passwords, user log-in, etc.
 - (g) **Data Backup.** Where applicable, the State will implement a network data backup capability that is remote to Carefusion Product(s) and in accordance with guidelines provided to the State.
 - (h) **Maintenance.** The State will provide (i) basic product feature support for internal staff, including but not limited to general product use, facility-specific and general System settings and user log-in practices, (ii) basic hardware issue resolution, including drawer "jams" due to overfilling, cleaning of biometric identification devices, network cabling

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issues, and general equipment cleaning, and (iii) State-specific network connectivity and configuration.

- (i) CareFusion Software Patching. The State will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Carefusion Products that operate on the Pyxis 4000 technology platform ("Pyxis 4000 Products").

1.2 Netsmart Obligations Specific to Carefusion Products. Netsmart, through services provided by CareFusion as its subcontractor, will be responsible for the following Support activities:

- (a) Maintenance. There will be 24/7/365 support provided for all Carefusion Products maintenance activities not covered under Section 1.1, the State Obligations, including but not limited to, (i) all Carefusion Product equipment break/fix activities that require a trained service technician for triage, troubleshooting, and service part replacement; (ii) server application, (iii) defects in Carefusion Products (iv) station database and operating system services, (v) support for server hardware acquired from CareFusion, and (vi) Interfaces.
- (b) CareFusion Software Patching. Netsmart will schedule and deploy CareFusion-approved software patches for products that are not the responsibility of the State as set forth in Section 1.1 above (e.g., all stations, servers that are not maintained by the State).
- (c) State Training. Training will provided one time to a mutually agreed-upon number of designated State personnel to perform the activities set forth under Section 1.1 above, State Obligations item (h) Maintenance.

2. Exclusions and Limitations.

2.1 External Causes. Specifically with respect to the CareFusion Product, Netsmart is not obligated to perform Support for any part of a CareFusion Product which is not properly performing because of (i) any Support activity that is a State obligation as defined under Sections 1.1, 2.1 or 3.1 ("State Obligations"); or (ii) the State prevents or refuses installation of an Update or Upgrade which the State has purchased or is otherwise entitled to receive (collectively, "External Causes"). If the State requests that Netsmart attempt to correct a problem with a Carefusion Product attributable to an External Cause, then repair services will be performed in accordance with the Change Order process described in Contract Section 9 CHANGE ORDERS.

2.2 State Equipment. Support will not be provided for products that are not Carefusion Products, including but not limited to State's equipment, software and personal peripheral devices (e.g., mobile devices, printers) used in conjunction with the Carefusion Products.

2.3 Consumables. Support does not include the replacement or installation of consumables, including but not limited to batteries, paper and toner.

2.4 Limitation on Support and Maintenance Activities. Notwithstanding any other provision to the contrary set forth herein, Support and maintenance will be provided for the Carefusion Products only with respect to the two (2) most recent Upgrades of the CareFusion Software.

2.5 Additional Services. Any service not specifically identified herein as a component of the Support Plan elected by the State under the Contract may be provided by Netsmart through the Change Order process as defined in Contract Section 9 CHANGE ORDERS.

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3. Additional Support Terms.

3.1 Guaranteed Response Time. Afield service representative is guaranteed to arrive at the location of the Carefusion Product within the timeframe set forth in the table below, calculated from the time of dispatch from TSC ("Guaranteed Response Time"). If Netsmart is solely responsible for failing to meet the Guaranteed Response Time, then as State's sole and exclusive remedy, the State will receive the credit set forth below, provided that the State gives written notice to Netsmart within the time period specified below. This subsection does not apply to Support cases for Integral CareFusion Software only.

Support Type	Guaranteed Response Time	Written Notice to be given by State to Netsmart	Guaranteed Response Time Credit
Standard Plan	Within 24 hours	Within 10 days of the end of the calendar month in which dispatch occurred	5% of the Monthly Support Fee for the affected Carefusion Product(s)

3.2 Uptime Guarantee. A Carefusion Product that is RSS-enabled ("RSS-Enabled Product") is guaranteed to be Properly Performing ("Up") no less than the percentage set forth in the table below of the total number of hours during each calendar month of the Support Term ("Uptime Guarantee"). Netsmart will determine if an RSS-Enabled CareFusion Product is not Up beginning on the date and time that such product is identified as not in service for reasons other than: (i) performance of scheduled preventative maintenance; (ii) delays caused by the State; (iii) External Cause; or (iv) any period that the State or the State's information system does not permit Support to be provided for such Carefusion Product.

Uptime will be calculated as follows:

Uptime= ((Total# of devices at a site * 24 hrs per day * # days in month) / (Total # of Service Case Hours in the month for that site)) / (Total # of devices at a site* 24 hrs per day * # days in month). "Service Case Hours" means the total number of hours required to resolve a reported issue for a Carefusion Product, from the time a case is opened by the TSC until it is closed.

If Netsmart is solely responsible for not meeting the Uptime Guarantee, then, as the State's sole and exclusive remedy, the credit set forth in the table below (if any) will be applied to the Total Monthly Support Fee(s) for all RSS-Enabled Carefusion Product(s) subject to the Uptime Guarantee provided that: (i) the State gives written notice to Netsmart within the timeframe specified below; and (ii) Netsmart verifies the State's claim. Any credit will be applied in the month following the end of the next business quarter.

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Support Type	Uptime	Written Notice to be given by the State to Netsmart	Uptime Guarantee Credit
Standard Plan	None	N/A	N/A

3.3 Updates. "Update" means a bug fix, patch, error correction, virus update, minor Software Deliverable or modification to existing features to maintain the security or operation of the Integral CareFusion Software. During the Support Term, if CareFusion generally releases an Update to the Integral CareFusion Software, then such Update will be installed via RSS or by other means chosen by Netsmart, and notice of such Update will be delivered to the State. The State will promptly test the connections between the Carefusion Product and State's information system.

3.4 Upgrades. "Upgrade" means a major Software Deliverable, new feature or other improvement to the Integral CareFusion Software, but does not include any hardware, Third Party Software, or any other Integral CareFusion Software that CareFusion generally licenses separately. During the Support Term, if CareFusion generally releases an Upgrade to the Integral CareFusion Software, then such Upgrade will be installed via RSS or by other means chosen by Netsmart and, notice of such Upgrade will be delivered to the State. The State will promptly test the connections between the Carefusion Product and State's information system.

4. **Onsite Support.** The State may cancel scheduled onsite Support by delivering notice to TSC no less than two (2) business days prior to the start date. If the State fails to provide such notice or otherwise prevents CareFusion from performing scheduled onsite Support, then the Guaranteed Response Time will not be honored, and the Uptime calculation will not include the Service Case Hours associated with that service call. Netsmart employees and agents ("Netsmart Personnel") shall not handle the State's medications. The State must be present and capable of monitoring Netsmart Personnel during any activity involving Carefusion Products in which medications are present. **Termination for Cause by Netsmart. PART III. Third Party Software in CareFusion Products**

The terms under this Part III governs the State's access to and use of third party software or databases embedded into the CareFusion Products or used in connection with the CareFusion Products, which are owned by a third party and licensed by CareFusion (collectively referred to as "Third Party Software").

NOTWITHSTANDING THE FOLLOWING SECTIONS CONTAINED IN THIS PART III, NOTHING WILL DIMINISH NETSMART'S OBLIGATIONS AND LIABILITIES TO THE STATE UNDER THE AGREEMENT.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL THIRD PARTY SOFTWARE

1.1 Ownership. Third Party Software is licensed, not sold, to the State. All title and intellectual property rights in and to Third Party Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in Third Party Software, are and at all times shall remain, the sole and exclusive property of a third party and/or its affiliates ("Third Party"). Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties. The State's possession, use, or access to Third Party Software does not transfer any ownership of Third Party Software nor any intellectual property rights to the State. All rights not expressly granted under this Part III are reserved by Netsmart or Third Party. Nothing contained in this Part III shall be construed directly or indirectly to assign or grant to the State any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of Third Party, or any ownership rights in or to the Third Party Software.

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1.2 Use. The State may use Third Party Software only in conjunction with CareFusion Products and Services provided to the State by CareFusion (as a subcontractor of Netsmart), and not as a stand-alone product. The license granted herein does not include a license to use the Third Party Software for development, testing or support purposes.

1.3 Copies. The State may not make any copies of Third Party Software for any purpose unless expressly authorized by Netsmart. The State must erase or destroy all Third Party Software upon notice from Netsmart.

1.4 Restrictions. Except as permitted by applicable law, the State shall not:

- (a) work around any technical limitations in CareFusion Products Software;
- (b) reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive source code from the CareFusion Software, in whole or in part (or in any instance where the law permits any such action, the State shall provide Netsmart at least ninety (90) days advance written notice of its belief that such action is warranted and permitted, and shall provide Netsmart (in conjunction with Third Party) with an opportunity to evaluate if the law's requirements necessitate such action);
- (c) allow access or permit use of the CareFusion Software by any user other than that permitted by Netsmart in the State's license agreement(s);
- (d) modify or create derivative works based upon CareFusion Software;
- (e) publish CareFusion Software, or post any portion of it on public bulletin boards, websites, Internet domains, or online chat rooms;
- (f) sell, rent, lease, lend, license, sublicense or otherwise transfer, in whole or in part, CareFusion Software or related documentation to any third party;
- (g) use CareFusion Third Party Software in connection with, through or to an application service provider, or using other similar network hosting methods;
- (h) alter, remove or destroy and will take commercially reasonable steps to prevent the alteration, removal or destruction of, any CareFusion Software copyright notice, trade secret or other proprietary rights notice from CareFusion Software;
- (i) separate integrated CareFusion Software from any CareFusion Product, or otherwise use integrated CareFusion Software except as an integrated part of the applicable CareFusion Product

The State shall provide the same level of security for Third Party Software as it provides for its own products, but in no event less than reasonable care, to prevent third parties from performing such activities.

1.5 Internet-Based Services. Third Party Software may contain components that enable and facilitate the use of certain Internet-based services. The State acknowledges and agrees that Third Party may automatically check the version of Third Party Software and/or its components that the State is using and may provide upgrades or supplements to Third Party Software which may be automatically downloaded. No personally-identifiable information will be obtained through these services.

1.6 Termination. Without prejudice to any other rights, this license to use Third Party Software may be terminated if the State fails to comply with the terms of this Part III.

1.7 Export Restrictions. Third Party Software is subject to United States export laws and regulations. The State must comply with all applicable domestic and international export laws and regulations, including (without limitation) restrictions on destinations, end users and end use.

1.8 U.S. Government Use. Third Party Software is a "commercial component" consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in Title 48 of the Code of Federal Regulations. Any use of Third Party Software by the U.S. Government shall be subject to the terms of CareFusion's applicable Government FSS agreement.

Schedule B

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**ADDITIONS TO SEGMENT 1 – RXCONNECT IMPLEMENTATION SERVICES,
LICENSES, AND SUBSCRIPTION IMPLEMENTATION TIMELINE**

Purpose

The purpose of this Schedule B is to outline the estimated Project start/end dates, Deliverables, time frames and payment schedule for Services performed by CareFusion, as a subcontractor and on behalf of Netsmart, in relation to the Carefusion Products. The document will consist of the applicable implementation terms and conditions, Implementation Timeline, and Payment Terms based on the Support Term Begin Date.

Both the Pharmacy Management Solution and Carefusion Product are scheduled for simultaneous Implementation. Netsmart is the lead vendor coordinating Netsmart and CareFusion Implementation Services including set up, configuration, integration testing, and post go live optimization of the Pharmacy Management Solution and other Closed Loop Medication Management components of the myAvatar Electronic Medication Record Solution.

The planned ADM Implementation timeline is added to the existing SEGMENT 1 as shown below. Changes to the Project Work Plan, including dates, shall require written acknowledgement of approval from Netsmart, CareFusion and the State (New Hampshire Hospital).

Addition to SEGMENT 1 – Implementation Timeline – Netsmart and New Hampshire Hospital

Implementation Timeline

Product(s): Medstation 4000

Customer Name: State of New Hampshire, Department of Health and Human Services, New Hampshire Hospital

State of NH Order Number: 1000071461

Submit Date: 09/21/2016 (Submission Date is date the timeline was produced. All dates subject to Contract Amendment Execution Date approved by Governor and Council)

This Implementation Timeline applies to the Carefusion Product identified in this Contract Amendment. Capitalized terms in this Implementation Timeline shall have the same meaning as used in the Contract. Netsmart (including CareFusion) and the State shall use commercially reasonable efforts to complete the Implementation Activities for each Implementation stage described below on or before the applicable estimated Completion Date.

Third Party Hardware Procurement (if applicable)	Any additional equipment arrives on site and is ready for implementation as outlined in the project scope by this date.	1/13/2017
Install Server(s) and Test Environment	Prepare environment for server(s) and test equipment.	1/13/2017
Develop the Solution	Department Lead, Nursing/Anesthesia (as applicable), Interface and IT Liaison Leads participate in meetings and are responsible for setting up the Customer's system and managing workflow changes. Solution for the customer system is developed via System Setup, Workflow, and Policy and Procedure documents. <u>These results determine the build of the system.</u> Customer System Manager completes the System Manager training.	1/30/2017
Complete the Database Build / Configuration	Gather required information for database build / configuration.	2/17/2017

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Create Training Plan	Department Leads and Nursing/Anesthesia (as applicable) develop training tools and finalize Customer's end user training plan.	2/17/2017
Validate TEST System	Customer completes the System validation.	3/17/2017
Migrate to PRODUCTION System	Customer completes System validation and signs off on the interface.	3/22/2017
Verify Facility Preparation	Complete all construction, including wire/wireless network and power in preparation for equipment installation. Prepare an area for staging/storage of equipment.	2/1/2017
Obtain Equipment	Receive equipment. Customer Project manager and IT Liaison acquire any third party interfaces, as applicable. Complete applicable server setup processes.	3/23/2017
Build Equipment	Department Leads Loads equipment and configures system according to the system set up document and removes from the System any peripheral equipment or devices not included as a Pyxis Product under the Agreement; e.g., legacy system printers.	4/10/2017
Deliver / Verify Training	Two to three identified Super Users per patient care unit per shift attend scheduled sessions of CareFusion-provided Super User training; provide Super User-led training to end users. Sign off on training.	4/14/2017
Go-live and Support	Attend pre-go-live meetings and work with CareFusion to bring System live. Provide a full time resource(s) for a minimum of two days after go-live.	4/20/2017
Obtain Customer Acceptance	Sign Equipment Confirmation	4/25/2017
The monthly payments for the Carefusion Product implementation will begin in accordance Schedule C.		
		5/1/2017

1.1 Project Duration

a) Project Duration

The Contract start date will be upon the date of Governor and Executive Council approval and the end date is identified in block 1.8 of the P-37. The State of New Hampshire understands that Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing, and technology activities.

b) Implementation Activities

The Project will be completed in stages as set forth in the Implementation Timeline. If the Agreement contains multiple CareFusion product lines, then separate Implementation Timelines may be included for each product line, as necessary. The parties will complete any applicable technical, infrastructure, and workflow assessment ("Implementation Assessment") at the State's site(s), providing the basis for the implementation activities set forth in the Implementation Timeline ("Implementation Activities"). The Parties shall use commercially reasonable efforts to complete the Implementation Activities on or before the applicable Completion Date(s) set forth in the Implementation Timeline(s).

c) Conditions. The Completion Dates set forth in an Implementation Timeline are contingent upon timely receipt of all properly executed contract documents from the State prior to the applicable Completion Date and the provision of adequate State resources as outlined herein. If the State fails to provide access or otherwise prevents Netsmart (including CareFusion) from conducting an Implementation Activity, then (i) the affected deadlines may be adjusted and the applicable activity rescheduled.

d) Implementation Assumptions

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- i. State Project Manager will be available throughout the Implementation;
- ii. State Project Manager is responsible for setting up the System and managing the workflow changes;
- iii. The State Project Manager will identify a system administrator/system manager that will complete the system manager training;
- iv. State Project Manager will gather required data collection to complete the database build and configuration;
- v. State Project Manager (as applicable) develop training tools and finalize the State's end user training plan;
- vi. The State will complete all training and testing within the Implementation timeline;
- vii. Any additional equipment arrives on site and is ready for Implementation as outlined in the Implementation timeline; and
- viii. Netsmart and CareFusion staff will work both onsite and remotely during the duration of the Project.
- ix. New Hampshire Hospital will provide a single point of contact for sign off on Deliverables and this sign-off / approval will apply to all New Hampshire State Hospital stakeholders.
- x. New Hampshire Hospital Project Manager and other required New Hampshire Hospital personnel will Review and approve Project Deliverables in a timely manner as agreed to in the Project Schedule.
- xi. New Hampshire Hospital and Netsmart staff will complete their Project tasks in a timely manner so as to keep the Project on schedule.
- xii. New Hampshire Hospital will coordinate and provide necessary communications with internal and external agencies on behalf of the Project Team.
- xiii. New Hampshire Hospital will be responsible for the review of the department(s) policy and procedures and the updates, creation or deactivation to them as required by the Project as part of this Implementation
- xiv. Internet (internal and external) will be available for the Netsmart and CareFusion Project Team and that New Hampshire Hospital or State security settings will be adjusted (according to policy) to allow required access to Project repository directories and Netsmart support systems.
- xv. New Hampshire State Hospital has existing documented workflows for business processes.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION
SERVICES
SOFTWARE AND SERVICES AGREEMENT
Contract # 2016 -032
CONTRACT AMENDMENT #1

Schedule C
Payment Terms

Line	HW / SW	Product ID	Rx / Prs	Product Name	P.Drws	Tr.Type	QTY	Unit Cost	Extended	Unit cost	Extended
1	HW	303		MEDSTATION4000,MAIN,6DR,T2	5	NEW	7	\$70,632.00	\$494,424.00	\$97.00	\$679.00
2	SW	345		MED,RM,ROUND OFFSET,12FT,LT		NEW	7	\$4,568.00	\$31,976.00	\$16.00	\$112.00
3	HW	136518-01		DELL 630 XL RACK ESXI V 5.5 HE		NEW	1	\$7,200.00	\$7,200.00	\$43.00	\$43.00
4	SW	107-173		CONSOLE DTSVM SERVER DEMO/TEST		NEW	1	inc	inc	\$0.00	\$0.00
5	SW	129766-01		INTF, MED, STD, NEW, ADT		NEW	1	inc	inc	\$0.00	\$0.00
6	SW	129773-01		INTF, MED, STD, NEW USAGE		NEW	1	inc	inc	\$0.00	\$0.00
7	HW	129812-01	Rx	INTF, MED, STD, NEW, PATIENT PROFILE		NEW	1	inc	inc	\$0.00	\$0.00
8	SW	134056-01		CCE Basic Connectivity		NEW	1	\$3,000.00	\$3,000.00	\$75.00	\$75.00
9	HW	309		MEDSTATION,4000,CONSOLE		NEW	1	\$32,037.00	\$32,037.00	\$186.00	\$186.00
10	SW	136607-01		Hosted Data Services OPT IN		NEW	1	inc	inc	\$0.00	\$0.00
Totals:									\$568,637.00		\$1,095.00

Product Key - Hardware / Software
• Line 1 = HW
• Line 2 = HW (refrigerator)
• Line 3 = HW (Dell)
• Line 4 = Software
• Line 5, 6, 7 = Software
• Line 8 = Software (CCE = Interface Engine)
• Line 9 = HW (Console)
• Line 10 = SW (Portal for analytics & reporting)

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION SERVICES
SOFTWARE AND SERVICES AGREEMENT
CONTRACT # 2016 -032
CONTRACT AMENDMENT #1**

New Hampshire Hospital

Payment Terms

Month	Date	Amount Due	Payment Term(s)	Month	Date	Amount Due	Payment Term(s)
			Due upon acceptance of delivery of licensed software and hardware for commencement of implementation				
1	Dec-16	\$ 11,045.00		31	Jun-19	\$ 11,045.00	due 6/1/2019
2	Jan-17	\$ 11,045.00	due 1/1/2017	32	Jul-19	\$ 11,045.00	due 7/1/2019
3	Feb-17	\$ 11,045.00	due 2/1/2017	33	Aug-19	\$ 11,045.00	due 8/1/2019
4	Mar-17	\$ 11,045.00	due 3/1/2017	34	Sep-19	\$ 11,045.00	due 9/1/2019
5	Apr-17	\$ 11,045.00	due 4/1/2017	35	Oct-19	\$ 11,045.00	due 10/1/2019
6	May-17	\$ 11,045.00	due 5/1/2017	36	Nov-19	\$ 11,045.00	due 11/1/2019
7	Jun-17	\$ 11,045.00	due 6/1/2017	37	Dec-19	\$ 11,045.00	due 12/1/2019
8	Jul-17	\$ 11,045.00	due 7/1/2017	38	Jan-20	\$ 11,045.00	due 1/1/2020
9	Aug-17	\$ 11,045.00	due 8/1/2017	39	Feb-20	\$ 11,045.00	due 2/1/2020
10	Sep-17	\$ 11,045.00	due 9/1/2017	40	Mar-20	\$ 11,045.00	due 3/1/2020
11	Oct-17	\$ 11,045.00	due 10/1/2017	41	Apr-20	\$ 11,045.00	due 4/1/2020
12	Nov-17	\$ 11,045.00	due 11/1/2017	42	May-20	\$ 11,045.00	due 5/1/2020
13	Dec-17	\$ 11,045.00	due 12/1/2017	43	Jun-20	\$ 11,045.00	due 6/1/2020
14	Jan-18	\$ 11,045.00	due 1/1/2018	44	Jul-20	\$ 11,045.00	due 7/1/2020
15	Feb-18	\$ 11,045.00	due 2/1/2018	45	Aug-20	\$ 11,045.00	due 8/1/2020
16	Mar-18	\$ 11,045.00	due 3/1/2018	46	Sep-20	\$ 11,045.00	due 9/1/2020
17	Apr-18	\$ 11,045.00	due 4/1/2018	47	Oct-20	\$ 11,045.00	due 10/1/2020
18	May-18	\$ 11,045.00	due 5/1/2018	48	Nov-20	\$ 11,045.00	due 11/1/2020
19	Jun-18	\$ 11,045.00	due 6/1/2018	49	Dec-20	\$ 11,045.00	due 12/1/2020
20	Jul-18	\$ 11,045.00	due 7/1/2018	50	Jan-21	\$ 11,045.00	due 1/1/2021
21	Aug-18	\$ 11,045.00	due 8/1/2018	51	Feb-21	\$ 11,045.00	due 2/1/2021
22	Sep-18	\$ 11,045.00	due 9/1/2018	52	Mar-21	\$ 11,045.00	due 3/1/2021
23	Oct-18	\$ 11,045.00	due 10/1/2018	53	Apr-21	\$ 11,045.00	due 4/1/2021
24	Nov-18	\$ 11,045.00	due 11/1/2018	54	May-21	\$ 11,045.00	due 5/1/2021
25	Dec-18	\$ 11,045.00	due 12/1/2018	55	Jun-21	\$ 11,045.00	due 6/1/2021
26	Jan-19	\$ 11,045.00	due 1/1/2019	56	Jul-21	\$ 11,045.00	due 7/1/2021
27	Feb-19	\$ 11,045.00	due 2/1/2019	57	Aug-21	\$ 11,045.00	due 8/1/2021
28	Mar-19	\$ 11,045.00	due 3/1/2019	58	Sep-21	\$ 11,045.00	due 9/1/2021
29	Apr-19	\$ 11,045.00	due 4/1/2019	59	Oct-21	\$ 11,045.00	due 10/1/2021
30	May-19	\$ 11,045.00	due 5/1/2019	60	Nov-21	\$ 11,045.00	due 11/1/2021

Total = \$662,700.00

Xerox® WorkCentre® 5955
Error Notice



Owner: grant.a.beckman
Document: Microsoft Outlook - Memo Style
Printer: XRX9C934E68AE4D
Date: 05/18/17 01:27 PM

The print job was deleted because invalid accounting codes were entered or accounting codes were missing.

Contact your local system administrator to obtain codes.

If your computer does not use Xerox print drivers, and job tracking is still desirable, then your system administrator could define exceptions within the web interface to allow jobs to print without requiring accounting codes.



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF INFORMATION SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-8160 1-800-852-3345 Ext. 8160
Fax: 271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Steven J. Kelleher
Acting Chief Information
Officer/Director

September 30, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a **sole source agreement** with Netsmart Technologies, Inc., 3500 Sunrise Highway, Suite D122, Great River, New York 11739 (Vendor #1163804), for electronic health record services, specifically for the implementation of a Pharmacy Management Solution, an Electronic Medication Administration Record, and an Enterprise Content Management solution, for an amount not to exceed \$420,414.76, effective upon Governor and Executive Council approval through December 31, 2016. 100% Capital Funds.

Funds are available in the following account for State Fiscal Year 2016 and State Fiscal Year 2017, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-94-940030-5272 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL. NHH ELECTRONIC HEALTH RECORD PHARMACY AND SCANNING MODULE

State Fiscal Year	Class/Object Code	Class Title	Amount
2016	034/500099	Capital Projects	\$420,414.76
2017	034/500099	Capital Projects	\$0.00
TOTAL:			\$420,414.76

EXPLANATION

The Requested Action is identified as sole source because New Hampshire Hospital currently uses the following Netsmart's Avatar Products:

- Practice Management (Scheduling and Billing)
- Client Fund Management (Patient Banking)
- Clinical Work Station

The purpose of the Agreement is for Netsmart Technologies, Inc. to implement the next phase in automating New Hampshire Hospital ("NHH") operations, Electronic Health Records ("EHR"), which will greatly enhance the provision of services and further assure the safety of the patients that are served by the hospital. Currently, all orders, clinical notes, admission and discharge history and care plans are transcribed and filed away. Much duplication of effort, chance for transcription errors, possible mistakes and delays waiting for discharge orders and cost of storage will be reduced and/or eliminated in some cases if all patient documentation is automated.

This action is part of an approved capital budget request for New Hampshire Hospital to implement RxConnect and Document Imaging services.

Justification of adding RxConnect Services and Document Imaging Services to the New Hampshire Hospital Electronic Health Record (EHR) software is as follows:

RxConnect Implementation Services

Currently, New Hampshire Hospital uses two vendors for management and administration of medicines. Moving to a single vendor solution will provide for a fully integrated Closed Loop Medication Management solution, which provides the following benefits:

1. **Reduced costs.** Over 2 years' time, the Return On Investment of the new system will exceed the investment costs in this contract. The two vendor solution required customized interfaces, rather than full two way integration. The interfaces have proven costly to maintain and limited upgrades to more current functionality several times in the past. The ongoing annual maintenance costs of the current pharmacy system are within 30% of the total cost of the new pharmacy software license, services, and annual support.
2. **Increased patient safety.** Safe and precise prescribing, prescription fulfillment, and administration of medications are critical to patient safety. Industrywide, medication errors are a leading cause of errors which put patients at severe risk. The process should be fully integrated in order to ensure that all three clinicians are using identical, current, and accurate information. The fully integrated new system will provide for full two way exchange of information between prescribers who order medications, pharmacists who fulfill the orders, and nurses who administer the medications. The current system is interfaced and does not provide full integration for complete two way flow of information. The new system is provided by a single vendor with total control over the integrated components. This provides for a better integrated, higher quality solution increasing the safety of patients.
3. **Increased quality of care.** Quality is improved when the process and tools provide for reduced errors and better access to critical information. An integrated system provides all constituents with immediate and current information without manual workarounds to fill gaps from the lack of full closed loop information flow.
4. **Decreased liability.** Medication errors in hospitals lead to millions of injuries, illnesses, and deaths worldwide each year. These errors are responsible for a large percentage of legal claims made against practitioners and hospitals. Some studies have cited that 25 percent of claims settled by healthcare providers were due to errors in the prescribing and administering of medications. Rigorous, airtight medication management practice minimizes risks to prevent hospitals from becoming entangled in costly, time-consuming litigation or investigations that can harm their reputation.
5. **Improved performance on accreditation.** A closed-loop medication management system is an important key to achieving the quality outcomes required by Joint Commission International (JCI) accreditation.

JCI places extreme emphasis on medication safety and supports the implementation of standards and systems that reduce risks for adverse effects.

Document Imaging Implementation Services

Currently, New Hampshire Hospital uses an electronic health record system in tandem with paper records stored in files. The paper records are not accessible from the electronic system and cannot be accessed by multiple clinicians in different locations at the same time. The intent of the electronic system is to begin scanning and storing all paper files so that a single unified electronic patient medical record is available to all appropriate users at all times. From the point of intake, billing and patient information will be captured and available wherever it may be needed in the future. During treatment, the formerly paper portions of the record will be captured and linked to the patient record so that all stakeholders in treatment and billing processes have the information they need, when they need it. The electronic document management component fills the final major gap in the New Hampshire Hospital Electronic Health Record (EHR) system. This essentially has the same benefits as listed above, although parts of a different process, as follows:

1. **Reduced costs.** The new system will eliminate wasted time looking for potentially hundreds of pieces of paper per patient. This time is costly when considering the costs of doctors, nurses, billers, pharmacists, and other stakeholders in the process. This time is quantifiable and numerous studies have shown electronic document management in the medical environment such as an inpatient hospital is a way of reducing the cost of care. Costs can also be eliminated from reducing wasteful and sometimes redundant steps during care which can happen when providers lack timely access to updated and accurate information. Something as simple as access to insurance documents can prevent costly and wasteful courses of treatment.
2. **Increased patient safety.** Clinicians need accurate and immediate access to patient information in order to provide safe and effective treatment. In the current system, the paper portions of the chart exist only in one place and at any given point in time could be in the possession of only one person. Healthcare today is a team effort and many stakeholders often need access to the entire health record. Electronic Document Management will make this possible. Paper can also get lost, creating information gaps which could put patients at risk.
3. **Increased quality of care.** Quality is improved when the process and tools provide for reduced errors and better access to critical information. An integrated system provides all constituents with immediate and current information without manual workarounds to fill gaps from the lack of access to information. Electronic information is also a critical input to systems which inform better care such as predictive analytics and other reports and tools. None of these solutions can be fed from data which exists on paper.
4. **Decreased liability.** Liability can be decreased by improving quality, improving processes which inform care, and decreasing gaps in information which could put patients at risk. As explained above, electronic document management will provide more complete and timely access to information required to provide effective and safe treatments. There have been dozens of studies that point out liability risks from paper charts and gaps in information caused by lack of access to portions of the chart.
5. **Improved performance on accreditation** A complete electronic health record is rapidly becoming a baseline expectation of accrediting bodies. While they do not actually require the module itself, the benefits provided as listed above are the cornerstones of accreditation and the system will facilitate processes which all support accreditation.

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

September 30, 2015

Page 4

EHR will provide a single source entry point for all patient information, use an evidence based approach to requesting medications and medical procedures, fingertip retrieval of all pertinent patient information including readmissions that will save needed time to handle other admissions. Operating and staffing costs will be lowered once operational allowing NHH to reallocate those funds to direct care needs.

NHH has successfully implemented the core of an enterprise EHR. Elements of the EHR that have been implemented include:

- Census, administrative functionality and reporting are in the core of practice management at NHH;
- Pharmacy management is in place;
- Order entry has been installed and implementation continues;
- Client Funds Management successfully accounts for patient banking; and
- HL7 interfaces extend integration of the EHR to all of these elements.

It is critical to incorporate updated, efficient processes to improve patient care, embrace the recovery model of treatment for return to the community and introduce centralization and standardization to treatment and business processes at NHH. The solution will be the implementation of a system-wide EHR.

The EHR project is submitted in the DHHS Agency IT Plan and is consistent with the Statewide Information Technology Plan. The EHR will have beneficial impact to outside agencies by providing a consistent format of discharge plans, medication reviews, timely response to inquiries on treatment activities and the ability to electronically transmit requested data without the need to retrieve charts and copy or scan requested information. In addition, regulatory oversight agencies will find better documentation of clinical and financial activities available in real time during surveys and audits.

Should Governor and Executive Council determine to not approve this Agreement, New Hampshire Hospital will be unable to achieve complete execution of the Electronic Health Records (EHR), which could result in the following consequences:

- Without integrated pharmacy systems, New Hampshire Hospital will be unable to achieve complete execution of the Electronic Health Records (EHR), which could result in a reduction of federal reimbursements under rules established for the Medicare program.
- The Hospital does not currently have an integrated pharmacy software system, which makes meeting the requirements of federal regulations and accreditation standards much more labor intensive, error prone and challenging. The Centers for Medicare and Medicaid Services Conditions of Participation (Code of Federal Regulations, Title 42 482.25) requires pharmacy services that meet the needs of patients through the safe management, administration, and delivery of services including information on therapies and interactions in accordance with accepted professional principles. In addition, The Joint Commission, the Hospital's accrediting entity, has multiple standards on medication management.
- Medication dispensing is an error prone process. For improved accuracy and safety, *medication dispensing machines* are planned and budgeted for as part of medication management. Without RxConnect, these dispensing machines cannot directly interface with the current pharmacy software system.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

September 30, 2015

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Source of Funds: 100% General Funds (Capital Budget)

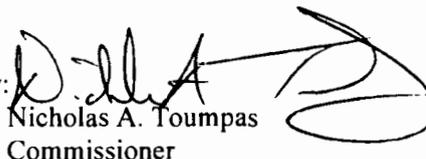
Area Served: Statewide.

Respectfully submitted,



Steven J. Kelleher
Acting Chief Information Officer/Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

Denis Goulet
Commissioner

October 16, 2015

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Netsmart Technologies, Inc. for the implementation of RxConnect Services and Document Imaging Services, as described below and referenced as DoIT No. 2016-032.

The purpose of this contract is to manage electronic health record and administration of medicines. This agreement with Netsmart will reduce costs, increase patient safety, increase quality of care, decrease liability, and improve performance on accreditation by providing a single source entry point for all patient information. The total funding amount is not to exceed \$420,414.76, and is effective upon the date of Governor and Executive Council approval through December 31, 2016.

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

Sincerely,

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

Denis Goulet

DG/lm
Contract # 2016-032

CC: Leslie Mason, DoIT

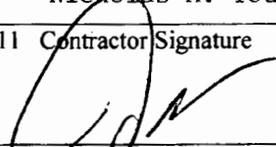
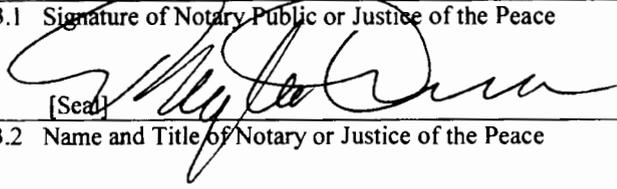
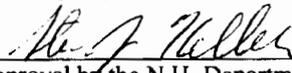
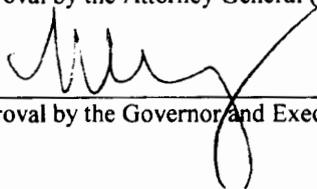
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Netsmart Technologies, Inc.		1.4 Contractor Address 3500 Sunrise Highway, Suite D122 Great River, New York 11739	
1.5 Contractor Phone Number (860) 742-8326	1.6 Account Number 05-95-94-940010-5272 Job#94029800	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$420,414.76
1.9 Contracting Officer for State Agency Nicholas A. Toumpas, Commissioner		1.10 State Agency Telephone Number (603) 271-9469	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph McGovern Executive Vice President Netsmart Technologies, Inc.	
1.13 Acknowledgement: State of <i>New York</i> , County of <i>Suffolk</i> On <i>September 25, 2015</i> , 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]		TIMOTHY M. DONOVAN Notary Public, State of New York No. 02DO4715210 Qualified in Suffolk County Commission Expires Sept. 30, 2018	
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 Date: <i>10/7/2015</i> <i>Acting CIO -</i>	
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) (if applicable) By:  On: <i>10/15/15</i> Megan A. Yule, Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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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CONTRACT AGREEMENT 2016-032 – PART 2**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Test and Review	Tests performed to determine that no Class A Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 3: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.

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Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate in that they did not materially conform with the terms of this Agreement and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users

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Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R: 10 and RSA 21-R: 13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.

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Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures.
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor as set forth in the Statement of Work.
Specifications	The written Specifications that set forth the requirements which include, without limitation, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department Of Health and Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies

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Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (New or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the contracted vendor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.

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User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
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.
Project (Work) Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Exhibit I. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Health & Human Services (“State”), and Netsmart Technologies, Inc., a private Corporation, (“Netsmart”), having its principal place of business at 3500 Sunrise Highway, Suite D122, Great River, NY 11739.

This contract will consist of 3 segments, as follows:

SEGMENT 1 – RXCONNECT IMPLEMENTATION SERVICES

The State will be replacing the Pharmacy software at New Hampshire Hospital (NHH), which is eleven (11) years old, with a Netsmart product named Rx Connect. This software will provide enhanced connectivity to Avatar and our Hospital Information. The software also offers better controls on drug dispensing to better ensure patient safety.

SEGMENT 2- ADDITIONAL RAD & CACHE END USER LICENSES

The State understands that more users at New Hampshire Hospital will be accessing the Electronic Health Record (EHR) software application at Go Live. These additional licenses will allow staff members to have access to the EHR to more efficiently perform their jobs.

SEGMENT 3 – DOCUMENT IMAGING IMPLEMENTATION SERVICES

New Hampshire Hospital will be able to scan all Legal and Medical documents into the Avatar system to allow Physicians to review and diagnosis the patents. Without this module the hospital would have to keep a hybrid medical record that would be cumbersome for staff and would be very problematic.

RECITALS

The State desires to have Netsmart provide a Commercial-off-the-shelf Software System and associated Services for DHHS;

Netsmart wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

- A. Part 1 – State Terms and Conditions Contained in the Form P-37
- B. Part 2 – The Contract Agreement

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C. Part 3 – Consolidated Exhibits

- Exhibit A - Contract Deliverables
- Exhibit B - Price and Payment Schedule
- Exhibit C - Special Provisions
- Exhibit D - Administrative Services
- Exhibit E - Implementation Services
- Exhibit F - Testing Services
- Exhibit G - Maintenance and Support Services
- Exhibit H - Requirements
- Exhibit I - Work Plan
- Exhibit J - Software License and related Terms
- Exhibit K - Warranty and Warranty Services
- Exhibit L - Training Services
- Exhibit M – Agency RFP with Addendums (Not Used)
- Exhibit N – Vendor Proposal (Not Used)
- Exhibit O - Certificates and Attachments

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions*, Form P-37 - Contract Agreement (Part 1)
- b. State of New Hampshire, DHHS Contract (Part 2 and Part 3)
- c. Netsmart Statement of Work (Dated 9/9/2015)

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through December 31, 2016.

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

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

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

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2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, Not to Exceed Contract

This is a Non-Exclusive, Not to Exceed (“NTE”) Contract with a firm fixed price and term limitations as set forth in the Contract.

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$420,414.76.

3. CONTRACT MANAGEMENT

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

3.1 The Vendor’s Contract Manager

The Contracted Vendor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contracted Vendor’s Contract Manager is:

Joe McGovern
Executive Vice President
Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D122
Great River, New York 11739
Tel: 860-742-8326
Fax: 631-968-2123
Email: JMcGovern@ntst.com

3.2 The Vendor’s Project Manager

3.2.1 Contract Project Manager

The Contracted Vendor shall assign a Project Manager who meets the requirements of the Contract. The Contracted Vendor’s selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State’s approval process may include, without limitation, at the State’s discretion, review of the proposed the Contracted Vendor Project Manager’s resume, qualifications, references, and background checks, and

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an interview. Netsmart will complete background checks for employees which includes the following: (i) Social Security number trace; (ii) OFAC Name Screen; (iii) Civil Federal search (five-year history); (iv) Employment eligibility check through the U.S. Citizenship and Immigration Services E-Verify program; (v) Multi-state instant criminal background check; (vi) FACIS Level 2 Search; (vii) National Sex Offender Registry Check; (viii) Review of criminal background check in all counties in which the candidate or employee has resided in the preceding seven (7) years. The State may require removal or reassignment of the Contracted Vendor's Project Manager who, in the sole and reasonable judgment of the State and in compliance with law, is found unacceptable or is not performing to the State's satisfaction. Vendor shall not be liable for reasonable project delays due to the State's removal of the Contracted Vendor's Project Manager.

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

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

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

3.2.5 The Contracted Vendor Project Manager is:
TBD; Project Manager
Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D122
Great River, New York 11739
Tel: TBD Email: TBD

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3.3 Contracted Vendor Key Project Staff

3.3.1 The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the contract. The State may conduct reference checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor’s Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 3.6: *Background Checks*.

3.3.2 The Contracted Vendor shall not change any the Contracted Vendor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor Key Project Staff will not be unreasonably withheld. The replacement the Contracted Vendor Key Project Staff shall have comparable or greater skills than the Contracted Vendor Key Project Staff being replaced; meet the requirements of the Contract.

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

3.3.3.1 The Contracted Vendor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contracted Vendor’s Key Project Staff:

Key Members	Position	Name
Primary	Netsmart Project Manager	TBD
First	Netsmart Practice Director	TBD
Second	Executive Vice President	TBD

3.4 State Contract Manager

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

Chief Information Officer
Office of Information Services
129 Pleasant Street
Concord, NH 03301
Tel: (603) 271-9469

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3.5 State Project Manager

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

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

The State Project Manager is:

David Levesque
New Hampshire Hospital
Department of Health and Human Services
36 Clinton Street
Concord, NH 03301
Tel: (603) 271-5860
Email: David.Levesque@dhhs.state.nh.us

3.6 Reference and Background Checks

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

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4. DELIVERABLES

4.1 Vendor Responsibilities

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

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

4.2 Deliverables and Services

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

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

4.3 Non-Software and Written Deliverables Review and Acceptance

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

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4.4 System/Software Testing and Acceptance

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

4.5 Security

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

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

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

5. SOFTWARE

5.1 COTS Software and Documentation

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

5.2 COTS Software Support and Maintenance

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

5.3 Restrictions

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

- a. Remove or modify any program markings or any notice of the Contracted 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.

5.4 Title

The Contracted Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation.

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6. WARRANTY

The Contracted Vendor shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

The Contracted Vendor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in material accordance with the Specifications.

7.1 Administrative Services

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

7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

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

7.5 Maintenance and Support Services

The Contracted Vendor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *Maintenance and Support Services*.

8. WORK PLAN DELIVERABLE

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

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. The Contracted 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 such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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

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

In the event additional time is required by the Contracted Vendor 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 the Contracted 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 (See Section 13.1), at its discretion, if it is dissatisfied due to Vendors non-performance of its elements within the Work Plan (See Exhibit I).

9. CHANGE ORDERS

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

The Contracted 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 the Contracted Vendor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Health and Human Services, 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 the Contracted Vendor to the State, and the State Acceptance of the Contracted 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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10. INTELLECTUAL PROPERTY

The State shall hold all ownership, title, and rights in any of its information and data provided to Contracted Vendor in connection with performance of obligations under the Contract, and their associated Documentation.

In no event shall the Contracted 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 Contracted 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

10.1 State's Data

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

10.2 Vendor's Materials

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

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

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

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10.4 Survival

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

11. USE OF STATE’S INFORMATION, CONFIDENTIALITY

11.1 Use of State’s Information

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

11.2 State Confidential Information

The Contracted Vendor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to the Contracted 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 Confidential Information shall require the prior written approval of the State. The Contracted Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contracted Vendor regarding the State Confidential Information, and the Contracted Vendor shall reasonably cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process.

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

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11.3 Vendor Confidential Information

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

11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 State

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

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

12.2 The Contracted Vendor

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

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

12.3 State's Immunity

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

12.4 Survival

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

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

- a. Failure to perform the Services satisfactorily in material accordance with the Statement of Work or on schedule as agreed to by the parties;
- b. Failure to perform any other material covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contracted Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contracted Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contracted 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 Contracted Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract.
- 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;

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- 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 Contracted Vendor shall be liable for reimbursing the State for administrative costs directly related to the replacement of the Contract, such as costs of competitive bidding, mailing, and advertising; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

13.2 Termination for Convenience

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

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contracted Vendor shall:

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

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14. CHANGE OF OWNERSHIP

In the event that the Contracted Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contracted Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contracted 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 Contracted Vendor, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 The Contracted 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 shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

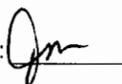
15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contracted Vendor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contracted Vendor provided that the successor fully assumes in writing all obligations and responsibilities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

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Netsmart Project Manager TBD	State Project Manager David Levesque	5 Business Days
First	Netsmart Practice Director TBD	DHHS Chief Information Officer	10 Business Days
Second	Executive Vice President TBD	Commissioner Nicholas Toumpas	15 Business Days

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

17. RESERVED

18. GENERAL PROVISIONS

18.1 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.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

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

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18.4 Access/Cooperation

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

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

18.5 Required Work Procedures

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

18.6 Computer Use

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contracted Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contracted 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 the Contracted 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 Contracted Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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- e. That if the Contracted 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.

18.7 Email Use

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

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

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

18.11 Insurance

18.11.1 Contracted Vendor Insurance Requirement

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

18.11.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including: State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301.

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

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18.14 Survival

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

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STATEMENT OF WORK

Purpose

The purpose of this document is to outline the deliverables, time frames and payment schedule for services performed by Netsmart. The document will consist of the following three (3) segments.

- Segment 1: RxConnect Implementation Services, Licenses and Subscriptions
- Segment 2: Additional RAD & Cache End User Licenses
- Segment 3: Document Imaging Implementation Services and Licenses

Project Duration

This document outlines the estimated Project start/end dates, and is subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementations. The project shall begin within fifteen (15) days following the Effective Date of this Agreement to accommodate pre-Project activities such as planning, staffing and technology activities. The overall duration of this Project, based on the scope of work detailed herein, is outlined in the deliverable and payment schedule tables for Segments 1, 2 and 3.

Figure 1: Netsmart High Level Plexus Methodology

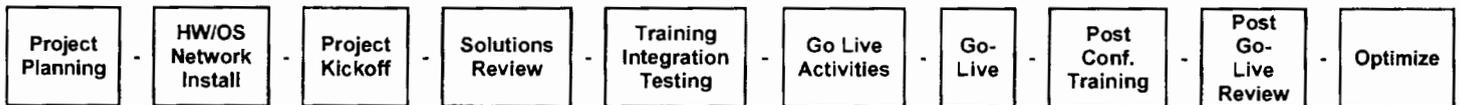
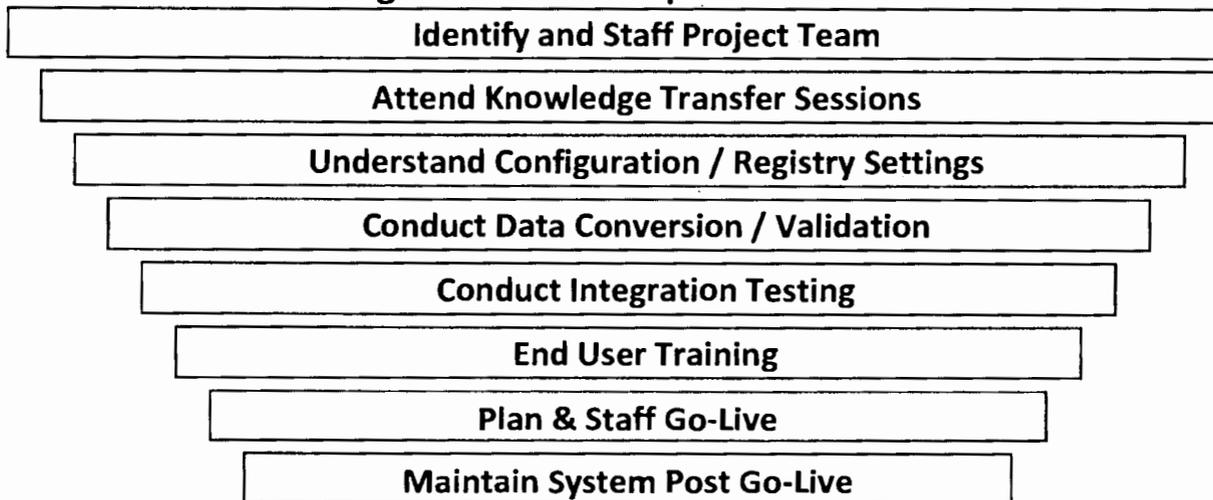


Figure 2: State Responsibilities



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SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES, LICENSES AND SUBSCRIPTION

The purpose for this statement of work is to outline the requirements and Deliverables for the implementation and project management of the State’s Implementation. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations.

1.2 Project Duration

Project Duration

The contract start date will be upon the date of Governor and Executive Council approval as identified in block 1.18 of the P-37 and the end date is identified in block 1.7 of the P-37. The State of New Hampshire understands that Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities.

Notice of Changes or Delays

Section 8. of the P-37, Event of Default/Remedies, identifies the obligations of Netsmart Technologies, Inc. and the State of New Hampshire, Department of Health and Human Services, with regard to defaults and remedies.

Section 16 (Dispute Resolution) of this document identifies all actions and timelines regarding resolution of disputes, and Section 10 (Termination) of the P-37 identifies the procedures for termination of this contract.

1.3 Scope of Services

RxConnect Pharmacy	Scope of Services
RxConnect	RxConnect is Netsmart’s pharmacy management software. It supports key pharmacy functions and processes for behavioral and public health organizations that operate their own pharmacies.
Medication Management	Utilize drug and allergy checking functions.
	Print Medication labels.
	Review drug utilization.
	Comprehensive medication database based on MicroMedix Red Book. Includes monthly updates of clinical data.
	Configure enterprise-wide medication master file.
	Create a list of available products for your facility while indicating their formulary status.
	Customize formulary differently for each facility.
	Inventory management with wholesaler integration.

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Order Filling and Processing	Electronic physician orders with Pharmacist verification.
	Manage dispensing.
	Drop billing files at pre-programmed time during the day.
	High text limit allows pharmacists to provide info in eMAR to assist nurses.
	Comment field available in the drug master to facilitate entry of complicated orders.
	Update prices from wholesaler-provided pricing files.
	Track all orders via provided order tracking features.
	Intervention modules to document communication.
Patient Safety-Related Features	Calculate ideal body weight, dosing weight and body surface area using the system.
	Review automatic listing of allergies and chronic diagnoses upon re-admission.
	Print patient education leaflets in multiple languages.
	Includes color-coded warnings to alert Pharmacist to possible interactions or other problems.
	Customized & reportable medication flagging
	Customized rules-based flagging on organizational policies & procedures.
	Role-based user security controls.
Integration of RxConnect with medication vending machines to make sure all information within the EHR is communicated at the point of dispense (provided facility is contracted with an ADM vendor)	

Avatar Order Entry	Scope of Services
Avatar Order Entry supports nursing and other unit staff in the completion of their day-to-day clinical activities.	
Netsmart consulting will provide an 8 hour (full day) training refresher. All updates, configuration modifications, staff training and	
All updates, configuration modifications, staff training and maintenance will be completed by NHH staff.	
Reporting	<p>Reporting capabilities include various parameters that allow the user to extract information regarding the following patient data:</p> <ul style="list-style-type: none"> • Clinical • Administrative • Financial • Medication Usage

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eMAR (Electronic Medication Administration Record)	Scope of Services
	eMAR improves safety by minimizing transaction errors and automating processes. eMAR is designed to replace the traditional paper medication administration record is integrated with Avatar Order Entry for inpatient environments. Medication orders recorded through either of these applications automatically appear within the existing Avatar Electronic Medication Administration Record.
Administration	Record administration events, review details and document results for any eligible orders.
	Includes watermarks to identify expired orders.
	Track user giving the medication, patient, dosage, witnesses, if required and any actual errors and near misses for each dose given.
	Includes entry for pain scales and temperature, if fever is present.
Filtering	Can filter order by: <ul style="list-style-type: none"> • Caseload • Unit • Administration Date • Administration Time • Order Type • Medications/Treatments • Client/Episode • Routine Orders/PRN Orders/Other/STAT Orders
Reporting	Standard reports available in the system include the following: <ul style="list-style-type: none"> • Client eMAR Hard-Copy Report • eMAR Administration Event Report • eMAR Missing Administration Events Report Authorized users will be able to create modified reports from the standard reports available.
Orders	For 100 Order Codes the following eMAR functionality may be added to each Order Code: <ul style="list-style-type: none"> • Blood Glucose • Blood Pressure • Heart Rate • Oxygen Saturation • Respiration Rate • Temperature • Pain Scale For any order codes beyond the 100 it will be the client responsibility to set these up Post Go Live.

1.4 Assumptions

- 1.4.1 Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.

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- 1.4.2 New hardware will be delivered by the date required in the Project Schedule.
- 1.4.3 State will use Crystal v.9 Professional or later for all report development.
- 1.4.4 State will provide resources as identified in the work breakdown structure of the project plan.
- 1.4.5 A training room will be available for the training sessions with working equipment and appropriate software loaded if it is part of the planning and expectations for the project.
- 1.4.6 Individuals scheduled for training will attend specified sessions.
- 1.4.7 Netsmart will share available recommended practices during the implementation.
- 1.4.8 The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined above.
- 1.4.9 State resources will travel to the designated event location for identified events in the Netsmart Plexus Foundation Methodology.
- 1.4.10 Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the State. Additionally, the State must provide proof of this licensing. This includes Micromedex content, CPT or DSM codes.
- 1.4.11 Micromedex has different data sets – Redbook (a file with all the available drugs and their AWP prices) and CKO which is the clinical data engine. Once a month both of these data sets are updated and made available through the Netsmart portal for New Hampshire State Hospital to download (unless Netsmart hosts) and apply to the data – this process requires minimal timeline to update the drug interactions/allergy data and the Redbook data.
- 1.4.12 Cardinal provides a monthly (more often if New Hampshire State Hospital wishes) file that is downloaded by New Hampshire State Hospital and then imported and applied to the drug price file by RxConnect.
- 1.4.13 New Hampshire State Hospital will provide resources as identified in the work breakdown structure of the project plan. The Project Schedule included with Netsmart’s resources includes:
- 1.4.14 The New Hampshire State Hospital and Netsmart will each have a Project Manager assigned to this project.
- 1.4.15 New Hampshire State Hospital will have Pharmacist assigned to this project.
- 1.4.16 New Hampshire State Hospital will have a Clinical Analyst assigned to this project.
- 1.4.17 New Hampshire State Hospital will have Subject Matter Experts available during all Requirements, Gap Analysis, Solution Reviews and assigned New Hampshire State Hospital Testing tasks as identified in the work breakdown structure of the project plan.
- 1.4.18 New Hampshire State Hospital and Netsmart will create a project governing body (Steering Committee) that meets monthly to review the project, status reports and project deliverables.
- 1.4.19 Netsmart and New Hampshire State Hospital complete all necessary hardware review and assessment prior to project start.
- 1.4.20 No Data conversions are required. All orders shall be stopped and manually entered.
- 1.4.21 New Hampshire State Hospital has existing documented workflows for business processes.
- 1.4.22 New Hampshire State Hospital will standardize forms, workflow and modules across and within the departments.
- 1.4.23 Netsmart will provide one central training (generally administrative/IT).
- 1.4.24 New Hampshire Hospital will coordinate department and/or State IT resources to procure the hardware and have it installed to meet the project milestone required in the Project Schedule.

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- 1.4.25 New Hampshire Hospital is responsible for ensuring the order types/relationships between Order Entry and RxConnect.
- 1.4.26 One database and multiple root system codes for Rx to tie to Avatar database and RSC.
- 1.4.27 New Hampshire Hospital will provide working facilities for Netsmart staff when they are working onsite.
- 1.4.28 Netsmart staff will work both onsite and remotely during the duration of the project.
- 1.4.29 New Hampshire Hospital will provide a single point of contact for sign off on deliverables and this sign-off / approval will apply to all New Hampshire State Hospital stakeholders.
- 1.4.30 New Hampshire Hospital Project Manager and other required New Hampshire Hospital personnel will review and approve project deliverables in a timely manner as agreed in the project schedule.
- 1.4.31 New Hampshire Hospital and Netsmart staff will complete their project tasks in a timely manner so as to keep the project on schedule.
- 1.4.32 New Hampshire Hospital will coordinate and provide necessary communications with internal and external agencies on behalf of the project team.
- 1.4.33 New Hampshire Hospital will be responsible for the review of department(s) policy and procedures and the updates, creation or deactivation to them as required by the project as part of this implementation
- 1.4.34 Internet (internal and external) will be available for the Netsmart project team and that New Hampshire Hospital or State security settings will be adjusted (according to policy) to allow required access to project repository directories and Netsmart support systems.

1.5 Location of Work & Responsibilities

The location of work by Netsmart and New Hampshire State Hospital staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at New Hampshire State Hospital location(s), at a Netsmart regional office or conducted remotely. A high-level outline for work location and New Hampshire State Hospital responsibilities is provided below.

Plexus Milestones	Location
Project Planning	Remote
Project Kickoff	Client Site & Remote
Solution Review	Client Site & Remote
Final Review & Validation	Client Site & Remote
Go-live Preparation	Remote
Maintenance Training	Client Site & Remote
Integration Testing	Remote
Go-Live	Client Site & Remote
Post Go-Live Review	Remote
Optimization	Remote

1.6 Initial Preparation

The following section of this document details the main deliverables of the State Implementation.

1.6.1 Sales to Operations Transition

Implementation services begin with a formal transition from Netsmart’s Sales Team to their Project Management Team. This thorough transition process ensures that the expectations set and

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project management scoped during the sales process is reviewed including all contract components, and operational flows gathered during the sales cycle.

1.6.2 Hardware Network OS/Installation

State Hosted

The State is responsible for providing the hardware, operating system software, and the network upon which the licensed programs operate. In the event hardware is purchased through Netsmart Technologies, its installation is coordinated and managed by Netsmart.

Netsmart’s engineers require the completion of a hardware/network survey prior to installation of any solutions. This ensures that all equipment meets application and performance requirements before Netsmart Technologies installs the programs.

1.7 Software Delivery and Installation

State-Hosted:

Licensed software solutions and keys are delivered via FTP with User Documentation that describes the application and database organization.

Netsmart’s system engineers install the solution on the system hardware/server and a subset of State workstations. This software installation is performed remotely via VPN connection and includes the following:

- 1.7.1 Loading the InterSystems Cache database products needed by the application
- 1.7.2 Loading purchased Netsmart’s Licensed Programs that make up the solution
- 1.7.3 Testing the software to ensure access from the State workstations
- 1.7.4 Training the customer on installing workstation software
- 1.7.5 Training the customer on basic operation tasks related to system start-up, shut-down, back-up and recovery procedures

Netsmart engineers will create and install Plexus Home, BUILD, TEST and LIVE environments for all applications purchased.

1.8 Project Planning

The Project Planning Event is an opportunity to begin preparing the project team. The State project team will be introduced and the team’s responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additional project tools that will be used will be shown through demonstration and hands-on experience.

Netsmart Responsibilities	
Objectives	<ul style="list-style-type: none"> • Review project management principles • Review event-based Netsmart Plexus Foundations methodology • Provide hands on experience with solutions • Introduction to tools to be used during the project • Introduction to Starter Kit questions • Introduce Plexus Home & scripts

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	<ul style="list-style-type: none"> • Conduct project Planning Assessment (Gate 1) • Plan for next event
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Identify State project team and develop State Staffing Plan • Ensure correct State personnel attends the Project Planning event • Provide necessary facilities and equipment to support session if applicable • Complete Starter Kit questions • Review and sign Communication Management, Change Management & Risk Management Plans

1.9 General Project Management

Active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities are supplemented by critical control points, progress checkpoints, called Plexus Gates are included to ensure that the project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to both a time and cost budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.

- 1.9.1 Status meetings & Project Status Reports
- 1.9.2 State signoff and acceptance letters
- 1.9.3 Project plan change requests
- 1.9.4 Product Change Requests
- 1.9.5 Product Improvement Forms
- 1.9.6 Plexus Gates

1.10 Project Kickoff

The Project Kickoff consists of three discreet activities: Project Kickoff presentation, Workflow Assessment and Scope Review.

The project kickoff presentation gives the State Executives, project sponsors and project leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.

The scope review session includes breakout sessions led by Solution Architect (SA) to review in detail the contract scope.

During the Workflow Assessment the Netsmart Solution Architect (SA) and State departmental/solution representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department, will walk through the departments to get an understanding of the State’s unique workflow and processes and how it aligns with Netsmart’s recommended practices.

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The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the Workflow Assessment which will serve as a framework for questions and documentation of the discussions that occurred during the assessment. During the Workflow Assessment portion of the event, the discussions are a continuation of the data collection started during Project Planning. The Solution Architect will provide a demonstration of basic departmental workflow, if applicable, providing context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions leading to the building of a complete and functional system.

State leaves the Project Kickoff event with assignments to be performed over the next several weeks. The assignments will be documented along with expected due dates and can be reviewed as a part of the Event Summary Document. The Netsmart project team will work with the State to establish these deadlines and schedule conference calls to provide guidance and ensure the State is on track.

Netsmart Responsibilities	
Objectives	<ul style="list-style-type: none"> • Conduct official project kickoff meeting • Introduce Netsmart Solution Architects • Review Starter Kit outstanding items • Conduct Workflow Assessment • Identify improvement opportunities • Conduct scope review • Identify project risks & scope concerns • Present data collection materials • Conduct Plexus Project Kickoff Assessment (Gate 2) • Conduct integration discussions • Discuss data collection materials • Identify Policies & Procedures requiring change • Review the event summary and sign-off • Plan for next event
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Deliver Project Kickoff presentation (with Netsmart leadership support) • Complete Starter Kit questions prior to the event • Complete any required data collection, following the event, by deliverable due dates • Participate and provide feedback during departmental walkthroughs • Participate in scope review discussions • Provide knowledge of requested data and current departmental processes and workflow • Identify Standard Operating Policies & Procedures for organization that will require change • Make design decisions for future state processes • Complete data collection assignments by defined due dates • Identify process improvement opportunities • Provide necessary facilities and equipment to support the event if applicable

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1.11 Solution Review

The discussions during this event are a continuation of the data collection the State has already provided leading up to Solution Review. The Solution Architect will provide a demonstration of basic departmental workflow, providing context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions leading to the building of a complete and functional system.

The Solution Review event requires the attendance of end-user/departmental representatives trusted and empowered to make design decisions. These representatives should have a solid understanding of the workflow in their area of expertise and will be expected to interact accordingly with others within the department to gain access to answers as will be necessary.

The State leaves the Solution Review event with assignments to be performed over the next several weeks. The assignments will be documented along with expected due dates and can be reviewed as a part of the Event Summary Document. The Netsmart project team will work with the Client to establish these deadlines and schedule conference calls to provide guidance and ensure the Client is on track.

Netsmart Responsibilities	
Objectives	<ul style="list-style-type: none"> • Demonstrate recommended system workflow in Client system • Conduct integration discussions • Discuss data collection materials • Identify Policies & Procedures requiring change • Review the event summary and sign-off • Plan for next event
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Participate in the Solution Review event • Provide knowledge of requested data and current departmental processes and workflow • Identify Standard Operating Policies & Procedures for organization that will require change • Make design decisions for future state processes • Complete data collection assignments by defined due dates • Identify process improvement opportunities

1.12 Final Review & Validation

This event consists of three discrete parts: Final Review & Application Training, System Testing & Learning Plan discussions.

The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the States completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the State personnel.

The System Testing Session will include a starter set of test scripts, examples upon which they can customize their own scripts, as well as instruction on testing principles, policies and procedures. During this session, there will also be discussion regarding the development of a State testing strategy/plan for which the State will be given a sample on which to build their own.

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The Learning Plan session is included to help States develop a solid plan to ensure end-users will be effectively trained prior to go-live. This will be critical to the success of the project as well as adoption of the solutions. The plan will include training strategies, resource requirements, any required technologies and/or logistics, timelines, goals and objectives.

The same group of State individuals that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar with the system.

Netsmart Responsibilities	
Objectives (Final Review)	<ul style="list-style-type: none"> • Provide in-depth demonstration of the solutions and build using the State’s domain • Review and confirm design decisions and build • Confirm the solution workflow • Complete design process • Provide hands-on solution training • Conduct Plexus Final Design Assessment (Gate 3) • Plan for next event
Objectives (Testing Workshops)	<ul style="list-style-type: none"> • Provide training on test script development and testing concepts • Begin development of State-specific system test scripts • Plan for next event
Objectives (Learning Plan Workshop)	<ul style="list-style-type: none"> • Conduct Learning Plan session • Begin development on Learning Plan • Plan for next event
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Participate in Final Review & Validation event • Provide appropriate resources to attend sessions • Complete data collection assignments • Validate design and build • Signoff design decisions • Customize sample test scripts to use during system/integration testing • Customize sample training materials in preparation for end-user training • Develop Learning Plan & execute against plan for end-user training

1.13 Go-Live Preparation

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to the State. Solution and project management discussion are delivered during this week and focus, in preparation for go-live, on assessing the State’s knowledge of the system as well as preparing the State for their training events and go-live. In the solution discussions, the State trainers are expected

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to provide a live demonstration of the system back to the Netsmart project team to confirm their understanding of the system and to confirm they are prepared to effectively train the end-user population.

System Testing, while not complete, should be well underway. Netsmart Project Management will facilitate the event at the State site, while the rest of the Netsmart project team participates via a conference call.

In addition to the above, during this event, the State will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, *not* design and build activities. After maintenance training, the State is equipped to make changes, modifications and updates to their implemented system. State representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

Those attending the event should be the same as the Final Review and Validation attendees. Department heads and/or key departmental representatives should attend the solution activities along with the State representative responsible for testing coordination.

Netsmart Responsibilities	
Solution-Specific Activities & Objectives	<ul style="list-style-type: none"> • State to demo system using the State demo script exhibiting a clear understanding of the solution functionality and departmental processes • Understand open issues, escalate, and plan as appropriate • Review completed training materials • Review Go-Live Readiness Assessment • Prepare State representatives to make common data base updates • Train State to locate supporting documentation and to use the appropriate tools to manage system maintenance • Educate State on troubleshooting tools and techniques
Project Management Activities & Objectives	<ul style="list-style-type: none"> • Initiate ownership transition process • Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing • Confirm and Finalize Integration Testing Plan if applicable • Confirm State policies and procedures have been updated • Initiate Go-Live Planning • Conduct Plexus Go-Live Preparation Assessment (Gate 4) • Plan for next event
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Demonstrate understanding of system and departmental processes by leading a demonstration of the application • Finalize Training Strategy/Plan • Provide adequate training facilities • Provide completed testing materials • Schedule and perform end-user training • Finalize Integration Testing scripts and Integration Testing Plan • Confirm users will be trained and available for Integration Testing

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	<ul style="list-style-type: none"> • Confirm facilities and hardware is in place to support Integration Testing • Develop and own the Go-Live Plan • Attend database maintenance training • Learn the application tools needed to maintain the production system
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1.14 Maintenance Training

During this event, the State will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, *not* design and build activities. After maintenance training, the New Hampshire State Hospital is equipped to make changes, modifications and updates to their implemented system.

New Hampshire Hospital representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

Netsmart Responsibilities	
Objectives	<ul style="list-style-type: none"> • Prepare the New Hampshire Hospital representatives to make common data base updates • Train the New Hampshire Hospital to locate supporting documentation and to use the appropriate tools to manage system maintenance • Educate the New Hampshire Hospital on troubleshooting tools and techniques • Confirm the New Hampshire Hospital policies and procedures have been updated • Confirm Integration Testing readiness • Plan for next event
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Attend database maintenance training • Learn the application tools needed to maintain the production system

1.15 Integration Testing & User Acceptance Testing

One round of Integration Testing will be conducted according to the New Hampshire Hospital’s Integration Testing Plan. Integration Testing will be executed at the State’s site and will be led by the State project management team with assistance from the Netsmart project team.

IT will allow the system testers to flow a complete patient experience, “a day in the life” of a patient, using the system including all involved, major workflow processes. This event also allows the State to validate SOPs and end-user training prior to conversion.

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Netsmart Responsibilities	
Objectives	<ul style="list-style-type: none"> • Complete Integration Testing according to plan • Confirm Go-Live preparedness • Ensure all critical path issues have an action plan • Conduct Plexus Go-Live Assessment (Gate 5) • Plan for next event
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Lead and direct integration testing activities • Conduct application integrated testing • Conduct operational testing • Document integrated test results • Troubleshoot and resolve testing issues • Update issues list with any unresolved integration test findings

1.16 Go-Live

Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the State site, supported by both project teams. Netsmart support will include remote support from the Netsmart Delivery Consultants/Analysts.

Netsmart Responsibilities	
Objectives	<ul style="list-style-type: none"> • Begin functional use of Netsmart solutions • Transition support from Netsmart project team to the State • Gather and document feedback regarding project experience, including methodology & project team resources
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Develop and complete go-live plan • Confirm all systems, resources and 3rd parties are scheduled and prepared for go-live • Conduct go-live plan meetings to outline plan for all solutions and users • Execute go-live plan • Document go-live issues

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1.17 Implementation Schedule – Deliverables

	Deliverable	Deliverable Type	Projected Delivery Date
1	Initial Project planning and preparation. Project Management Documents: <ul style="list-style-type: none"> • Project Plan • Project Management Meeting Agenda / Minutes • Project Meetings (as applicable) Agenda / Minutes • Project Plan Change Requests • Communication Plan • Change Management Plan • Risk Management Plan 	Non-Software Written	October 2015
2	Project Kick-off Meeting	Non-Software Written	November 2015
3	Final Review & Validation	Software	January 2015
4	Go-Live Preparation	Non-Software	February 2016
5	Integration Testing	Non-Software	February 2016
6	Completion of Go Live	Non-Software	March 2016
7	Post Go Live Review and Validation	Non-Software	April 2016

SEGMENT 2 – ADDITIONAL RAD & CACHE END USER LICENSES

2.1 Purpose

Additional licenses shall be available to the State upon full payment received by Netsmart Technologies, Inc.

2.2 Project Duration

No timetable is necessary.

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SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES AND LICENSES
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3.1 Purpose

Netsmart Technologies and the State (hereafter referred to with any iteration of the term State) will work together to implement an Enterprise Content Management solution through the Perceptive Product Suite.

Netsmart Technologies will provide implementation services for one registration office or location with consideration to define a repeatable and baseline Enterprise Content Management solution.

3.2 Project Duration

Project Duration

The contract start date will be upon the date of Governor and Executive Council approval as identified in block 1.18 of the P-37 and the end date is identified in block 1.7 of the P-37. The State of New Hampshire understands that Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities.

Notice of Changes or Delays

Section 8. of the P-37, Event of Default/Remedies, identifies the obligations of Netsmart Technologies, Inc. and the State of New Hampshire, Department of Health and Human Services, with regard to defaults and remedies.

Section 16 (Dispute Resolution) of this document identifies all actions and timelines regarding resolution of disputes, and Section 10 (Termination) of the P-37 identifies the procedures for termination of this contract.

3.3 Scope of Services

This Statement of Work includes proposed services to implement the following solutions:

- 3.3.1 Perceptive Enterprise Foundations
- 3.3.2 Point of Service (POS) Scanning
- 3.3.3 Batch Scanning

myAvatar Point of Service and Batch Imaging, Powered by Perceptive	Scope of Services
Point of Service (POS) and Batch Scanning	Provides staff the ability to quickly and easily scan, capture and organize low volume scanned images. Batch Scanning provides staff the ability to scan large volumes of documents without presorting/separating by patient or document type in advance. The document batch can then be manually organized / separated by patient, document type, or episode using an ImageNow eForm.

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Production Environment	<ul style="list-style-type: none"> • Provide 1 Production Document Imaging Solution Environment • Create and configure the INOW6 Database for Microsoft SQL • Install and configure the Perceptive Enterprise Content Management Server and Product Suite • Installation/Configuration of up to 2 Perceptive Client Workstations/Scan Stations
Test Environment	<ul style="list-style-type: none"> • Provide 1 Fully Replicated Non-Production Environments from Production Build.
Point of Service Scanning	<p>Point of Service (POS) Imaging solutions include:</p> <ul style="list-style-type: none"> • Installation of 2 Perceptive Client Workstations/ Scan Stations- Additional stations will need to be set up by the client or additionally contracted. • 25 unique Document Types and predefined set of Custom Properties • Up to 2 Predefined Perceptive Security Drawers for Client Documents and Staff Documents • Configure up to 4 Pre-defined Perceptive Security Groups
Batch Scanning	<p>The Batch Scanning Solution should be used to leverage a client’s multi-function devices or other capture device which cannot be directly integrated with Perceptive CaptureNow technology or in the scenario</p>
Training	<p>Provide up to a 4 hours Administration Training for a designated solution administrator to be completed during the implementation process (shadow).</p> <p>Provide up to a 4 hour Solution Training Session for “Super Users” at a single location for up to 5 individuals, using a “Train the Trainer” approach.</p>

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Client Responsibilities Prior to Implementation	Provide a complete list of users needing access to the content management solution along the security designation of those users regarding scanning/importing, viewing, printing.
	Provide a complete list of form/document types to be configured for the POS/Batch solution.
	Capture workstations being installed/configured by Netsmart resources must be in place and ready for install prior to the scheduled implementation.
	For non-hosted clients, all server infrastructure based on the provided Technical Specifications document should be in place and ready.
	Provide detailed solution hardware information Number of scanners with designated use (Point of Service, Batch, Both) Scanner Make/Model and Location Workstation Machine ID for Point of Service Scanners

State Responsibilities Prior To Implementation

- Provide a complete list of users needing access to the content management solution along the security designation of those users regarding scanning/importing, viewing, printing.
- Provide a complete list of form/document types to be configured for the POS/Batch solution.
- Capture workstations being installed/configured by Netsmart resources must be in place and ready for install prior to the scheduled implementation.
- For non-hosted States, all server infrastructure based on the provided Technical Specifications document should be in place and ready.
- Provide detailed solution hardware information
- Number of scanners with designated use (Point of Service, Batch, Both)
- Scanner Make/Model and Location
- Workstation Machine ID for Point of Service Scanners
- Systems administrator and/or DBA must be availability throughout the implementation for assistance as needed and to shadow the relevant installation/configuration solution components.
- For onsite implementations, provide wireless or wired Internet access and available workspace which could be used for project related phone conversations/troubleshooting.

Netsmart Responsibilities	
Objectives	<ul style="list-style-type: none"> • Provide 1 Production Document Imaging Solution Environment • Create and configure the INOW6 Database for Microsoft SQL • Install and configure the Perceptive Enterprise Content Management Server and Product Suite • Installation/Configuration of up to 2 Perceptive State
Perceptive Production	

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Environment	Workstations/Scan Stations
Perceptive Test Environment	<ul style="list-style-type: none"> • Provide 1 Fully Replicated Non-Production Environments from Production Build.
Solutions Components – Netsmart Responsibilities	
Point of Service Scanning	<ul style="list-style-type: none"> • Up to 2 Predefined Perceptive Security Drawers for State Documents and Staff Documents • Configure up to 25 unique Document Types and a pre-defined set of Custom Properties • Configure up to 4 Pre-defined Perceptive Security Groups
Batch Scanning	<ul style="list-style-type: none"> • All components of Point of Service Scanning Listed Above • Installation of 1 Perceptive eForm to Separate/Index Batch Documents • Configure Standard Batch Solution Workflow
Solution Training	<ul style="list-style-type: none"> • Deliver State project lead with Best Practices and Backup Recommendation Documentation prior to conclusion of implementation. • Provide up to a 4 hours Administration Training for a designated solution administrator to be completed during the implementation process (shadow). • Provide up to a 4 hour Solution Training Session for “Super Users” at a single location for up to 5 individuals, using a • “Train the Trainer” approach.

3.4 Assumptions

- 3.4.1 Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- 3.4.2 New hardware will be delivered by the date required in the Project Schedule.
- 3.4.3 State will use Crystal v.9 Professional or later for all report development.
- 3.4.4 State will provide resources as identified in the work breakdown structure of the project plan.
- 3.4.5 A training room will be available for the training sessions with working equipment and appropriate software loaded if it is part of the planning and expectations for the project.
- 3.4.6 Individuals scheduled for training will attend specified sessions.
- 3.4.7 Netsmart will share available recommended practices during the implementation.
- 3.4.8 The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined above.
- 3.4.9 State resources will travel to the designated event location for identified events in the Netsmart Plexus Foundation Methodology.
- 3.4.10 New Hampshire State Hospital will provide resources as identified in the work breakdown structure of the project plan. The Project Schedule included with Netsmart’s resources includes:
 - 3.4.10.1.1 New Hampshire State Hospital and Netsmart will each have a Project Manager assigned to this project.

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- 3.4.10.1.2 New Hampshire State Hospital will have a Clinical Analyst assigned to this project.
- 3.4.11 New Hampshire State Hospital will have Subject Matter Experts available during all Requirements, Gap Analysis, Solution Reviews and assigned New Hampshire State Hospital Testing tasks as identified in the work breakdown structure of the project plan.
- 3.4.12 New Hampshire State Hospital and Netsmart will create a project governing body (Steering Committee) that meets monthly to review the project, status reports and project deliverables.
- 3.4.13 Netsmart and New Hampshire State Hospital complete all necessary hardware review and assessment prior to project start.
- 3.4.14 No Data conversions are required. All orders shall be stopped and manually entered.
- 3.4.15 New Hampshire State Hospital has existing documented workflows for business processes.
- 3.4.16 New Hampshire State Hospital will standardize forms, workflow and modules across and within the departments.
- 3.4.17 Netsmart will provide one central training (generally administrative/IT).
- 3.4.18 New Hampshire Hospital will coordinate department and/or State IT resources to procure the hardware and have it installed to meet the project milestone required in the Project Schedule.
- 3.4.19 New Hampshire Hospital will provide working facilities for Netsmart staff when they are working onsite.
- 3.4.20 Netsmart staff will work both onsite and remotely during the duration of the project.
- 3.4.21 New Hampshire Hospital will provide a single point of contact for sign off on deliverables and this sign-off / approval will apply to all New Hampshire State Hospital stakeholders.
- 3.4.22 New Hampshire Hospital Project Manager and other required New Hampshire Hospital personnel will review and approve project deliverables in a timely manner as agreed to in the project schedule.
- 3.4.23 New Hampshire Hospital and Netsmart staff will complete their project tasks in a timely manner so as to keep the project on schedule.
- 3.4.24 New Hampshire Hospital will coordinate and provide necessary communications with internal and external agencies on behalf of the project team.
- 3.4.25 New Hampshire Hospital will be responsible for the review of department(s) policy and procedures and the updates, creation or deactivation to them as required by the project as part of this implementation
- 3.4.26 Internet (internal and external) will be available for the Netsmart project team and that New Hampshire Hospital or State security settings will be adjusted (according to policy) to allow required access to project repository directories and Netsmart support systems.

3.5 Location of Work & Responsibilities

The location of work by Netsmart and New Hampshire State Hospital staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at New Hampshire State Hospital location(s), at a Netsmart regional office or conducted remotely. A high-level outline for work location and New Hampshire State Hospital responsibilities is provided below.

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Plexus Milestones	Location
Project Planning	Remote
Project Kickoff	Client Site
Final Review & Validation	Client Site & Remote
Go-live Preparation	Remote
Maintenance Training	Remote
Integration Testing	Remote
Go-Live	Client Site & Remote

Identify and Staff Project Team

- The New Hampshire State Hospital team and Netsmart will have a fulltime Project Manager assigned to this project.
- The New Hampshire State Hospital team will have a Pharmacy Analyst assigned to this project.
- The New Hampshire State Hospital team will have a Clinical Analyst assigned to this project.

Attend Knowledge Transfer Sessions

- Provide requested data as part of configuration discovery
- Conduct System Testing
- Conduct Integration Testing
- Conduct End-user Training
- Plan/Staff Go-Live
- Maintain System Go-Live

Sales to Operations Transition

Our implementation services begin with a formal transition from our Sales Team to our Project Management Team. This thorough transition process ensures that the expectations set and project management scoped during the sales process is reviewed including all contract components, and operational flows gathered during the sales cycle.

3.6 Hardware Network OS/Installation

New Hampshire Hospital is responsible for providing the hardware, operating system software, and the network upon which the licensed programs operate. In the event hardware is purchased through Netsmart Technologies, its installation is coordinated and managed by Netsmart.

Netsmart’s engineers require the completion of a hardware/network survey prior to installation of any solutions. This ensures that all equipment meets application and performance requirements before Netsmart Technologies installs the programs.

3.7 Software Delivery & Installation

Licensed software solutions and keys are delivered via Wiki Online with User Documentation that describes the application and database organization.

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Netsmart's system engineers install the solution on the system hardware/server and a subset of Client workstations. This software installation is performed remotely via VPN connection and includes the following:

- Loading the InterSystems Cache (for Avatar) or SQL (for TIER) database products needed by the application
- Loading purchased Netsmart's Licensed Programs that make up the solution
- Testing the software to ensure access from the Client workstations
- Training the customer on installing workstation software
- Training the customer on basic operation tasks related to system start-up, shut-down, back-up and recovery procedures

Netsmart engineers will create and install Plexus Home, BUILD, TEST and LIVE environments for all applications purchased.

3.8 Project Planning

The Project Planning Event is an opportunity to begin preparing your project team. The Client project team will be introduced and the team's responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additionally project tools that will be used will be shown through demonstration and hands-on experience.

Objectives:

- Review project management principles
- Review event-based Netsmart Plexus Foundations methodology
- Provide hands on experience with solutions
- Introduction to tools to be used during the project Introduction to Starter Kit questions Introduce Plexus Home & scripts
- Gather state reporting & payor requirements
- Conduct Plexus Project Planning Assessment (Gate 1)
- Plan for next event

New Hampshire Hospital Responsibilities:

- Identify Client project team and develop Client Staffing Plan
- Ensure correct Client personnel attends the Project Planning event
- Provide necessary facilities and equipment to support session
- Complete Starter Kit questions
- Review and sign Communication Management, Change Management & Risk Management Plans

3.9 General Project Management

Active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities are supplemented by critical control points, progress checkpoints, called Plexus

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Gates are included to ensure that the project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to both a time and cost budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.

- Status meetings & Visit Summary Status Reports
- Client signoff and acceptance letters
- Project plan change requests
- Solution Change Requests
- Solution Improvement Forms Plexus Gates

3.10 Project Kickoff

The Project Kickoff consists of three discreet activities: Project Kickoff presentation, Workflow Assessment and Scope Review.

The project kickoff presentation gives the Client Executives, project sponsors and project leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.

The scope review session includes breakout sessions led by SA's to review in detail the contract scope. During the Workflow Assessment the Netsmart Solution Architect (SA) and Client departmental/solution representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department, will walk through the departments to get an understanding of the Client's unique workflow and processes and how it aligns with Netsmart's recommended practices. The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the Workflow Assessment which will serve as a framework for questions and documentation of the discussions that occurred during the assessment.

Objectives:

- Conduct official project kickoff meeting
- Introduce Netsmart Solution Architects
- Review Starter Kit outstanding items
- Conduct Workflow Assessment
- Identify improvement opportunities
- Conduct scope review
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Project Kickoff Assessment (Gate 2)
- Plan for next event

New Hampshire Hospital Responsibilities:

- Co-deliver Project Kickoff presentation (with Netsmart leadership support)

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- Complete Starter Kit questions prior to the event
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during workflow assessment
- Participate in scope review discussions Provide necessary facilities and equipment to support the event

3.11 Solution Review

Solution-Specific Activities & Objectives

- Client to demo system using the Client demo script exhibiting a clear understanding of the solution functionality and departmental processes
- Understand open issues, escalate, and plan as appropriate
- Review completed training materials
- Review Go-Live Readiness Assessment

3.12 Final Review & Validation

This event consists of three discrete parts: Final Review & Application Training, System Testing & Learning Plan discussions.

The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the Clients completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the Client personnel. This is really a Train-The-Trainer type session designed to prepare your trainers & testers to conduct testing and begin preparing to do end-user training (relative to the Learning Plan).

The same group of Clients that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar with the system.

Objectives (Final Review)

- Provide in-depth demonstration of the solutions and build using the Client's domain
- Review and confirm design decisions and build
- Confirm the solution workflow
- Complete design process
- Provide hands-on solution training (Train the Trainer)
- Conduct Plexus Final Design Assessment (Gate 3)
- Plan for next event

New Hampshire Hospital Responsibilities:

- Participate in Final Review & Validation event
- Provide appropriate resources to attend sessions
- Complete data collection assignments

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- Validate design and build
- Signoff design decisions
- Customize sample test scripts to use during system and integration testing
- Customize sample training materials in preparation for end-user training
- Develop Learning Plan & execute against plan for end-user training

3.13 Go-Live Preparation & Solution Review

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to the Client. Solution and project management discussion are delivered during this week and focus, in preparation for go-live, on assessing the Client's knowledge of the system as well as preparing the Client for their training events and go-live. In the solution discussions, the Client trainers are expected to provide a live demonstration of the system back to the Netsmart project team to confirm their understanding of the system and to confirm they are prepared to effectively train the end-user population.

System Testing, while not complete, should be well underway. Netsmart Project Management will facilitate the event at the Client site, while the rest of the Netsmart project team participates via a conference call.

Those attending the event should be the same as the Final Review and Validation attendees. Department heads and/or key departmental representatives should attend the solution activities along with the Client representative responsible for testing coordination.

Solution-Specific Activities & Objectives

- Client to demo system using the Client demo script exhibiting a clear understanding of the solution functionality and departmental processes
- Understand open issues, escalate, and plan as appropriate
- Review completed training materials
- Review Go-Live Readiness Assessment

Project Management Activities & Objectives

- Initiate ownership transition process
- Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing
- Finalize Integration Testing Plan
- Initiate Go-Live Planning
- Conduct Plexus Go-Live Preparation Assessment (Gate 4)
- Plan for next event

New Hampshire Hospital Responsibilities:

- Demonstrate understanding of system and departmental processes by leading a demonstration of the application
- Finalize Training Strategy/Plan
- Provide adequate training facilities

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- Provide completed testing materials
- Schedule and perform end-user training
- Finalize Integration Testing scripts and Integration Testing Plan
- Confirm users will be trained and available for Integration Testing
- Confirm facilities and hardware is in place to support Integration Testing
- Develop and own the Go-Live Plan

3.14 Maintenance Training

During this event, the Client will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, *not* design and build activities. After maintenance training, the New Hampshire State Hospital is equipped to make changes, modifications and updates to their implemented system.

The New Hampshire State Hospital representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

Objectives

- Prepare the New Hampshire State Hospital representatives to make common data base updates
- Train the New Hampshire State Hospital to locate supporting documentation and to use the appropriate tools to manage system maintenance
- Educate the New Hampshire State Hospital on troubleshooting tools and techniques
- Confirm the New Hampshire State Hospital policies and procedures have been updated
- Confirm Integration Testing readiness
- Plan for next event
- Attend database maintenance training
- Learn the application tools needed to maintain the production system

3.15 Integration Testing & User Acceptance

One round of Integration Testing will be conducted according to the State of New Hampshire State Hospital's Integration Testing Plan. Integration Testing will be executed at the State of New Hampshire State Hospital's site and will be led by the New Hampshire State Hospital project management team with assistance from the Netsmart project team.

IT will allow the system testers to flow a complete patient experience, "a day in the life" of a patient, using the system including all involved, major workflow processes. This event also allows the New Hampshire State Hospital to validate SOPs and end-user training prior to conversion.

Objectives

- Complete Integration Testing according to plan
- Confirm Go-Live preparedness
- Ensure all critical path issues have an action plan
- Conduct Plexus Go-Live Assessment (Gate 5)
- Plan for next event

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New Hampshire Hospital Responsibilities:

- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results \
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

3.16 Go-Live

Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the New Hampshire State Hospital site, supported by both project teams. Netsmart support will include the first 3 days following go-live and will include the Netsmart Project Manager Onsite along with remote support from the Netsmart Delivery Consultants/Analysts.

Objectives:

- Begin functional use of Netsmart solutions
- Transition support from Netsmart project team to the State of New Hampshire State Hospital
- Gather and document feedback regarding project experience, including methodology & project team resources

New Hampshire State Hospital responsibilities:

- Develop and complete go-live plan
- Confirm all systems, resources and 3rd parties are scheduled and prepared for go-live
- Conduct go-live plan meetings to outline plan for all solutions and users
- Execute go-live plan
- Document go-live issues

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3.17 Implementation Schedule – Deliverables

	Deliverable	Deliverable Type	Projected Delivery Date
1	Initial Project planning and preparation.	Non-Software Written	November 2015
2	Project Kick-off Meeting	Non-Software Written	December 2015
3	Enterprise Foundations – Solution Training	Non-Software Written	December 2015 January 2016
4	Point of Service (POS) Scanning	Non-Software	December 2015 January 2016
5	Batch Scanning	Non-Software	December 2015 January 2016
6	Testing / Scanning of documents	Non-Software	February 2016 March 2016
7	Go Live	Non-Software	April 2016

4.0 Application Vulnerability Scanning - Deliverables

Netsmart shall conduct vulnerability scanning to ensure application security. The vendor shall use automated tools to identify and remediate vulnerabilities in the application layer of the Netsmart application

Netsmart Responsibilities	
Objectives	<ul style="list-style-type: none"> • Subcontract with third-party vendor to provide vulnerability scanning services; • Assist the State in interpreting results & prioritizing risks; • Support the State in correcting faults mitigating software risks.
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Identify the scope of the test, including, hardware, software, and sources of data; • Work with third-party vendor during the performance of an application vulnerability scan; • Interpret and prioritize results and create a plan for mitigation; • Correct vulnerabilities to the environment according to the established plan.

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$420,414.76 for the period from the date of Governor and Council Approval through December 31, 2016. Netsmart shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Netsmart to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Payment will be made upon completion and acceptance by the State of these deliverables.

SEGMENT 1 - RxCONNECT IMPLEMENTATION SERVICES AND SOFTWARE LICENSES AND MAINTENANCE
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Professional Services

	Deliverable	Deliverable Type	Projected Delivery Date	Payment	Percentage of Services Fees
1	Initial Project planning and preparation. Project Management Documents: • Project Plan • Project Management Meeting Agenda / Minutes • Project Meetings (as applicable) Agenda / Minutes • Project Plan Change Requests • Communication Plan • Change Management Plan • Risk Management Plan	Non-software Written	November 2015	\$16,722.00	20%
2	Project Kick-off Meeting	Non-software Written	December 2015	\$16,722.00	20%
3	Final Review & Validation	Non-software	January/ February 2016	\$16,722.00	20%
4	Go-Live Preparation	Non-software	February 2016	\$16,722.00	20%
5	Integration Testing	Non-software	March 2016	\$8,361.00	10%
6	Completion of Go Live	Non-software	April 2016	\$4,180.50	5%
7	Post Go Live Review and Validation	Non-software	May 2016	\$4,180.50	5%
			TOTAL	\$ 83,610.00	100%

Software Licenses, Subscriptions, and Maintenance

Exhibit B-Price and Payment Schedule
Netsmart Technology, Inc.'s Initials *gm*
Date: 9/25/15

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	Deliverable	Deliverable Type	Projected Delivery Date	Annual Amount	Initial Payment
1	- RxConnect Browser (License - @\$5,000.00) - RxConnect ADM Browser Interface (License - @ \$2,500.00) - Crystal Reports Developer Version (License @ \$495.00)	Licensed Software, One Time Fee	Upon Execution	Not Applicable	\$27,995.00
2	Avatar Electronic Med Admin Record (eMAR) (License)	Licensed Software, One Time Fee	Upon Execution	Not Applicable	\$28,000.00
3	Ultimedex Suite Subscription - Includes up to 200 beds for one location. - Monthly subscription fee of \$387.64 for period November 1, 2015-June 30, 2016, for total of 8 months of - Monthly fees are payable for all months one time per year - Future optional renewal payments payable July 1 of each State of New Hampshire Fiscal Year	Licensed Subscription, Recurring Fee	Upon Execution	\$4,651.68	\$3,101.12
4	- RxConnect Browser (Maintenance - @ \$590.66 per month) - RxConnect ADM Browser Interface (Maintenance - @ \$54.17 per month) - Crystal Reports Developer Version (Maintenance @ \$ 8.33 per month) - Monthly fees are payable for all months one time per year - Future optional renewal payments payable July 1 of each State of New Hampshire Fiscal Year	Software Maintenance, Recurring Fee	Upon Execution	\$7,837.96	\$5,225.31
5	Avatar Electronic Medic Admin Record (eMAR) (Maintenance - @ \$612.50 per month) - Monthly fees are payable for all months one time per year - Future optional renewal payments payable July 1 of each State of New Hampshire Fiscal Year	Software Maintenance, Recurring Fee	Upon Execution	\$7,350.00	\$4,900.00
			TOTAL	\$19,839.64	\$64,321.43

Grand Total – Segment 1 = \$147,931.43

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SEGMENT 2 – ADDITIONAL RADPLUS AND CACHE LICENSES				
	Deliverable	Deliverable Type	Projected Delivery Date	Payment Amount
1	Additional 125 Avatar RADplus Named Users licenses @ \$700 each	Software License	Upon contract execution	\$87,500.00
2	Additional 125 Avatar RADplus Named User Monthly Maintenance fees (Total of \$1,750.00 per month for the period November 1, 2015 through June 30, 2016 for a grand total of 8 months. After June 30, 2016 Monthly Maintenance fees will be included in existing optional Annual Maintenance Agreement renewal)	Software Maintenance & Support Services	Upon contract execution	\$14,000.00
TOTAL				\$101,500.00
	Deliverable	Deliverable Type	Projected Delivery Date	Payment Amount
1	Additional 50 Avatar Cache Elite, Multi-Server, Platform Specific Concurrent Users licenses @ \$839 each	Software License	Upon contract execution	\$41,950.00
2	Additional 50 Avatar Cache Elite, Multi-Server, Platform Specific Concurrent Users Monthly Maintenance fees (Total of \$800.00 per month for the period November 1, 2015 through June 30, 2016 for a grand total of 8 months. After June 30, 2016 Monthly Maintenance fees will be included in existing optional Annual Maintenance Agreement renewal)	Software Maintenance & Support Services	Upon contract execution	\$6,400.00
TOTAL				\$48,350.00

Grand Total Segment 2 = \$149,850.00

Exhibit B-Price and Payment Schedule
Netsmart Technology, Inc.'s Initials *Dr*
Date: 9/25/15

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES, LICENSE FEES AND MAINTENANCE

Software and Subscription License Fees and Maintenance Deliverables

	Deliverable	Deliverable Type	Projected Delivery Date	Payment	Percentage of Services Fees
1	Initial Project planning and preparation	Non-software Written	November 2015	\$18,560.00	20%
2	Project Kick-off Meeting	Non-software Written	December 2015	\$13,920.00	15%
3	Enterprise Foundations Solution Training	Non-software Written	December 2015/ January 2016	\$13,920.00	15%
4	Point of Service (POS) Scanning Build Signoff	Non-software	January/ February 2016	\$13,920.00	15%
5	Batch Scanning Build Signoff	Non-software	January/ February 2016	\$13,920.00	15%
6	Testing/Scanning of Documents	Non-software	February/ March 2016	\$9,280.00	10%
7	Go Live	Non-software	April 2016	\$9,280.00	10%
			TOTAL	\$ 92,800.00	100%

	Deliverable	Deliverable Type	Projected Delivery	Annual Amount	Initial Payment
1	POS and Batch Scanning Powered by Perceptive (License)	Licensed Software, One Time Fee	Upon Execution	Not Applicable	\$17,500.00
2	POS and Batch Scanning Powered by Perceptive (Maintenance @ \$291.67 per month - Monthly fees are payable for all months one time per year - Future optional renewal payments payable July 1 of each State of New Hampshire Fiscal Year)	Software Maintenance, Recurring Fee	Upon Execution	\$3,500.00	\$2,333.33
			TOTAL		\$19,833.33

Grand Total Segment 3 = \$112,633.33

Exhibit B-Price and Payment Schedule
Netsmart Technology, Inc.'s Initials 
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Deliverable	Deliverable Type	Est. Projected Delivery Date	Payment
Change Order - RxConnect or Document Imaging	Non-Software	As Needed	\$10,000.00

Grand Total Change Order = \$10,000.00

CONTRACT GRAND TOTAL:	<table border="1"> <tr> <td>Segment 1:</td> <td style="text-align: right;">\$147,931.43</td> </tr> <tr> <td>Segment 2:</td> <td style="text-align: right;">\$149,850.00</td> </tr> <tr> <td>Segment 3:</td> <td style="text-align: right;">\$112,633.33</td> </tr> <tr> <td>Change/Orders:</td> <td style="text-align: right;">\$10,000.00</td> </tr> <tr> <td>Grand Total:</td> <td style="text-align: right;">\$420,414.76</td> </tr> </table>	Segment 1:	\$147,931.43	Segment 2:	\$149,850.00	Segment 3:	\$112,633.33	Change/Orders:	\$10,000.00	Grand Total:	\$420,414.76
Segment 1:	\$147,931.43										
Segment 2:	\$149,850.00										
Segment 3:	\$112,633.33										
Change/Orders:	\$10,000.00										
Grand Total:	\$420,414.76										

Netsmart Rates Pricing Worksheet (Hourly Rates)		
Position Title	SFY 2015	SFY 2016
Engagement Leader/Project Manager Project Manager Solution Architect Delivery Analyst Engineer System Administrator	\$255.00 Per Hour (Average)	\$255.00 Per Hour (Average)

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$420,414.76. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Netsmart for all fees and expenses, of whatever nature, incurred by Netsmart in the performance hereof.

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

Exhibit B-Price and Payment Schedule
Netsmart Technology, Inc.'s Initials 
Date: 9/25/15

**STATE OF NEW HAMPSHIRE
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EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

3. INVOICING

Netsmart Technologies, Inc. shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Netsmart Technologies, Inc. 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.

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

Invoices, both paper and electronic, shall be sent to:

State of New Hampshire
Department of Health and Human Services
New Hampshire Hospital
36 Clinton Street
Concord, NH 03301
Attn: David Levesque
Email: dlevesque@dhhs.state.nh.us

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D122
Great River, New York 11739
Attn: Joe McGovern

5. OVERPAYMENTS TO NETSMART TECHNOLOGIES, INC.

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

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against Netsmart Technologies, Inc. invoices with appropriate information attached.

Exhibit B-Price and Payment Schedule
Netsmart Technology, Inc.'s Initials 
Date: 9/25/15

**STATE OF NEW HAMPSHIRE
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EXHIBIT C - SPECIAL PROVISIONS**

1. Special Provisions

Both parties agree to amend section 6.1, section 9.1, 9.2 and section 14.1.1 of the Form P-37, as follows:

Section 6.1: Strike the words “county or municipal” from the Section 6.1 of Form Number P-37, as this is an out of State corporation providing the contracted services.

Section 9.1: The definition of “data” for the purpose of this Agreement will not include “computer programs” or “software” nor will the term infer or include source code(s) and/or other proprietary information of Netsmart Technologies, Inc. This revised definition of “data” is also applicable to the language in Section 9.2 of the Form P-37.

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$10,000,000 per occurrence; and

In addition, both parties agree on the following clarifications:

Section 8 of the Form-P37 is a general provision that should be read and interpreted, to the extent practical, to avoid conflict with the default and termination provisions in Part 2 and Part 3.



**STATE OF NEW HAMPSHIRE
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EXHIBIT D - ADMINISTRATIVE SERVICES**

1. STATE MEETINGS AND REPORTS

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

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

- a. **Introductory Meeting:** Participants will include Netsmart Key Project Staff and State Project leaders. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and Netsmart Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Netsmart Project Manager and the State Project Manager. These meetings will be conducted at least weekly and address overall Project status and any additional topics needed to remain on schedule and within budget.
- d. **The Work Plan:** Must be provided and maintained by Netsmart. This plan will be updated after weekly status calls, milestone events, or changes to the agreed upon project implementation.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from Netsmart and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may consider.

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

- The Netsmart Project Manager or Netsmart Key Project Staff shall submit the below documents in accordance with the Schedule and terms of this Contract. All documents shall be prepared in formats approved by the State. The Netsmart'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.
 - a. Project Plan
 - b. Project Management Meeting Agenda / Minutes
 - c. Project Meetings (as applicable) Agenda / Minutes
 - d. Project Plan Change Requests
 - e. Communication Plan
 - f. Change Management Plan
 - g. Risk Management Plan

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 - PART 3
EXHIBIT D - ADMINISTRATIVE SERVICES**

2. STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

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

4. ACCOUNTING REQUIREMENTS

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 - PART 3
EXHIBIT E - IMPLEMENTATION SERVICES**

In addition to the provisions set forth in Exhibit A, the parties agree to the following:

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- 1.1.1 Netsmart shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.
- 1.1.2 Netsmart and the State shall adopt a change management approach to identify and plan key strategics and communication initiatives.
- 1.1.3 The Netsmart team will conduct training sessions and will provide supporting training documentation for Segment 1 – RxConnect Implementation Services and Segment 3 – Document Imaging Implementation Services. All documents will be customized to address the State’s specific requirements and sent to the State via email.
- 1.1.4 Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- 1.1.5 Netsmart shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- 1.1.6 Netsmart shall manage Project execution and provide the tools needed to create and manage the Project’s Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- 1.1.7 Netsmart shall adopt an Implementation time-line aligned with the State’s required time-line.

1.2 Timeline

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

1.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project’s development and production hardware infrastructure. In partnership, Netsmart and the State will ensure the appropriate hardware is in place to support the needs of the State, prior to the start of the projects. This will take place through conference calls, email and analysis of existing hardware.

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EXHIBIT E - IMPLEMENTATION SERVICES**

1.2.2 Implementation

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

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

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.3 Change Management and Training

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

2. IMPLEMENTATION METHODOLOGY

The Netsmart team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following Plexus Methodology. *See Figure 1 in Exhibit A: Contract Deliverables.*



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EXHIBIT E-1 - SECURITY AND INFRASTRUCTURE**

1. SECURITY

Netsmart shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in *Exhibit F, Section 1.9: Security Review and Testing* and in *Exhibit H: Security Requirements*.

Netsmart shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

Exhibit E-1 Security and Infrastructure
Netsmart Technology, Inc.'s Initials 
Date: 9/25/15

**STATE OF NEW HAMPSHIRE
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EXHIBIT F - TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

Netsmart will work in partnership with the State for all respective testing as noted in *Exhibit F: Testing Services*. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for Segment 1, Segment 2, and Segment 3.

Netsmart shall support the State with all aspects of Testing and Acceptance. This shall include planning, test scenario and script development, Data and System preparation for testing, and execution Integration Tests, Conversion Tests, Performance Tuning and Stress tests, Security Review and tests.

1.1 Test Planning and Preparation

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

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

The State will commence its testing within five (5) business days of receiving Certification from Netsmart 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 Netsmart's development environment. Netsmart 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.

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.

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NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 - PART 3
EXHIBIT F - TESTING SERVICES**

1.2 Installation Testing

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

- Segment 1: RxConnect Implementation

Client Hosted

The Client is responsible for providing the hardware, operating system software, and the network upon which the licensed programs operate. In the event hardware is purchased through Netsmart Technologies, its installation is coordinated and managed by Netsmart.

Netsmart's engineers require the completion of a hardware/network survey prior to installation of any solutions. This ensures that all equipment meets application and performance requirements before Netsmart Technologies installs the programs.

- Segment 2: Additional RAD & Cache End User Licenses – Not Applicable
- Segment 3: Document Imaging Implementation
 - Provide 1 Fully Replicated Non-Production Environments from Production Build.

1.3 System Testing

Segment 1: RxConnect Implementation Services

The System Testing Session will include a starter set of test scripts, examples upon which they can customize their own scripts, as well as instruction on testing principles, policies and procedures. During this session, there will also be discussion regarding the development of a Client testing strategy/plan for which the Client will be given a sample on which to build their own.

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services

- System training includes the ability to scan POS and Batch documents from State scanners into the Electronic Health Record.

1.4 Integration Testing

Segment 1: RxConnect Implementation Services

One round of Integration Testing will be conducted according to the Client's Integration Testing Plan. Integration Testing will be executed at the Client's site and will be led by the Client project management team with assistance from the Netsmart project team.

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IT will allow the system testers to flow a complete patient experience, “a day in the life” of a patient, using the system including all involved, major workflow processes. This event also allows the Client to validate SOPs and end-user training prior to conversion.

Objectives

- Complete Integration Testing according to plan
- Confirm Go-Live preparedness
- Ensure all critical path issues have an action plan
- Conduct Plexus Go-Live Assessment (Gate 5)
- Plan for next event

Client responsibilities:

- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services

1.5 User Acceptance Testing (UAT)

Segment 1: RxConnect Implementation Services

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services

o See *Exhibit H – Requirements*

1.6 Final Review & Validation

- Segment 1: RxConnect Implementation

This event consists of three discrete parts: Final Review & Application Training, System Testing.

The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the States completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the State personnel.

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The System Testing Session will include a starter set of test scripts, examples upon which they can customize their own scripts, as well as instruction on testing principles, policies and procedures. During this session, there will also be discussion regarding the development of a State testing strategy/plan for which the State will be given a sample on which to build their own.

The same group of States that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar with the system.

Netsmart Responsibilities	
Objectives (Final Review)	<ul style="list-style-type: none"> • Provide in-depth demonstration of the solutions and build using the State's domain • Review and confirm design decisions and build • Confirm the solution workflow • Complete design process • Provide hands-on solution training • Conduct Plexus Final Design Assessment (Gate 3) • Plan for next event
Objectives (System Validation)	<ul style="list-style-type: none"> • Provide training on test script development and testing concepts • Begin development of State-specific system test scripts • Plan for next event
State Responsibilities	
Objectives	<ul style="list-style-type: none"> • Participate in Final Review & Validation event • Provide appropriate resources to attend sessions • Complete data collection assignments • Validate design and build • Signoff design decisions • Customize sample test scripts to use during system and integration testing • Customize sample training materials in preparation for end-user training • Develop Learning Plan & execute against plan for end-user training

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services

o See Exhibit H – Requirements

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1.7 Performance Tuning and Stress

Segment 1: RxConnect Implementation Services

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services – Not Applicable

1.8 Regression Testing

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.

Segment 1: RxConnect Implementation Services - Not Applicable

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services - Not Applicable

1.9 Security Review and Testing

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

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

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

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system

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

The Vendor 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 will include 3rd party security tests or code analysis and review. NetSmart shall conduct vulnerability scanning to ensure application security. The vendor shall use automated tools to identify and remediate vulnerabilities in the application layer of the Netsmart application.

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

1.10 System Acceptance

Upon completion of the Post Go-Live Reviews the State shall issue a Letter of Final System Acceptance.

Segment 1: RxConnect Implementation Services

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services

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1. SYSTEM MAINTENANCE

Netsmart shall maintain and support the System in all respects under its standard maintenance and support agreements. The State may renew the maintenance services yearly.

1.1 Netsmart's Responsibility

Netsmart shall maintain the Application System in accordance with the Contract. Netsmart will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

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

2. SYSTEM SUPPORT

2.1 State's Responsibility

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

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

a. Class A Deficiencies - 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; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within two (2) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

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

3.2 Netsmart shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

3.3 For all maintenance Services calls, Netsmart shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3)

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action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

- 3.4** Netsmart must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5** If Netsmart fails to correct a Deficiency within the terms and conditions of the current maintenance and support agreement between Netsmart and the State, Netsmart shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 4.3, as well as the right to pursue all equitable and legal remedies.

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EXHIBIT H - REQUIREMENTS**

General System Requirements

BUSINESS REQUIREMENTS	
B - 1	Document Imaging - Ability to scan single and bulk documents via the Perceptive solution directly into CWS. Ability to see scanned documents in a manner which is legible, ability to print and move to another patient's record if necessary.
B - 2	RxConnect - No Interfaces
B - 3	RxConnect - No Migration
B - 4	All Additional licenses must have the ability to be used with RxConnect, and all functional modules within our existing system.
GENERAL REQUIREMENTS	
G-1	Vendor shall provide general project management documents, such as event overviews, communication plans, change management documents, risk, and event specific documents. These documents will be given to the State in formats such as Word, Excel, Power Point, shared in a common library (Netsmart portal, and/ or on paper)
G-2	Vendor shall participate in an initial kick-off meeting to initiate the Project.
G-3	Vendor shall submit a finalized Work Plan within ten (10) days after receipt of signed contract, following approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.
G-4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. . (In formats such as Word, Excel, Power Point, shared in a common library (Netsmart portal, and/ or on paper)
SECURITY REQUIREMENTS	
S-1	Verify the identity or authenticate all of the System State applications before allowing use of the System to prevent access to inappropriate or confidential data or services.
S-2	Verify the identity or authenticate all of the System's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .
S-3	Enforce unique user names.
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters
S-6	Encrypt passwords in transmission and at rest within the database.
S-7	Passwords expire after ninety (90) days for Avatar.
S-8	Authorize users and State applications to prevent access to inappropriate or confidential data or services.
S-9	Provide ability to limit the number of people that can grant or change authorizations

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S-10	Establish ability to enforce session timeouts during periods of inactivity.
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))
S-12	The application shall not store authentication credentials or sensitive Data in its code.
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept indefinitely.
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.
S-17	Use only the Software and System Services designed for use
S-18	The application Data shall be protected from unauthorized use when at rest
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.
S-20	Subsequent application enhancements or upgrades shall not remove or degrade security requirements
S-21	Create change management Documentation and procedures

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Netsmart's Project Manager and the State Project manager shall finalize the Work Plan within 10 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Netsmart's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Netsmart and State Project Managers.

The preliminary Work Plan for Segment 1, Segment 2 and Segment 3 created by Netsmart and the State is set forth at the end of this Exhibit.

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

1. ASSUMPTIONS

1.1 General

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

1.2 Logistics

- 1.2.1 The Netsmart Team shall perform this Project at State facilities at no cost to Netsmart.
- 1.2.2 The Netsmart Team may perform that work at a facility other than that furnished by the State, when practical, at Netsmart's expense.
- 1.2.3 The Netsmart Team shall honor all holidays observed by Netsmart or the State, although with permission, may choose to work on holidays and weekends.

1.3 Project Management

- 1.3.1 The State shall approve the Project Management Methodology used for the Project.
- 1.3.2 The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- 1.3.3 A Project folder created within the Netsmart system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This

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central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. Netsmart's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for Netsmart and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

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

1.4 Technical Environment and Management

- 1.4.1 The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- 1.4.2 The State shall provide the hardware and operating system to host the Project's development and production instances.
- 1.4.3 The State's hardware operating environment and supporting software shall meet Netsmart certification requirements for the applications deployment being installed.
- 1.4.4 The State is responsible for providing the Internet access.
- 1.4.5 Netsmart will lead an effort, including the State Operations Team, to identify the hardware requirements for the development, test and production environments. The State shall satisfy those hardware requirements prior to Netsmart and State teams building of the environment.
- 1.4.6 Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

1.5 Conversions (Not Applicable)

1.6 Project Schedule

- 1.6.1 Segment 1 – RxConnect is planned to begin October 2015 with a planned go-live date of April 2016.
- 1.6.2 Segment 2 – Additional RAD & Cache end User Licenses will be available to the State after payment in full. The State will determine when they will add new users.
- 1.6.3 Segment 3 – Document Imaging is to begin October 2015 with a planned go-live date of March 2015.

1.7 Reporting

Netsmart shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation. This information will be sent to the State via email for review and approval.

1.8 User Training

Refer to Exhibit L Training Services.

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2. ROLES AND RESPONSIBILITIES

2.1 Netsmart Team Roles and Responsibilities

2.1.1. Netsmart Team Project Executive

The Netsmart Team's Project Executives (Netsmart and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Netsmart Team Project Manager and the State's Project leadership on the best practices for implementing the Netsmart Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2.1.2 Netsmart Team Project Manager

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

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

2.1.3 Netsmart Team Tasks

Refer to Exhibit A.

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2.2 State Roles and Responsibilities

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

2.2.1 State Project Manager

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

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

2.2.2 State Team Tasks

Refer to Exhibit A

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3. SOFTWARE APPLICATIONS

Segment 1: RxConnect Implementation Services – Not Applicable
Segment 2: Concurrent Licenses – Not Applicable
Segment 3: Document Imaging Implementation Services

4. CONVERSIONS

Segment 1: RxConnect Implementation Services – No Conversion
Segment 2: Additional RAD & Cache End User Licenses – Not Applicable
Segment 3: Document Imaging Implementation Services – Not Applicable

5. INTERFACES

Segment 1: RxConnect Implementation Services – No Interfaces
Segment 2: Additional RAD & Cache End User Licenses – Not Applicable
Segment 3: Document Imaging Implementation Services – Not Applicable

6. APPLICATION MODIFICATION

Segment 1: RxConnect Implementation Services - Not Applicable
Segment 2: Additional RAD & Cache End User Licenses – Not Applicable
Segment 3: Document Imaging Implementation Services – Not Applicable

7. PRELIMINARY WORK PLAN

7.1 SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES

Netsmart has provided a preliminary work plan for the RxConnect Implementation – See Attachment F.

7.2 SEGMENT 2 – ADDITIONAL RAD & CACHE END USER LICENSES

No Work Plan is required. The State may add additional End User licenses to the application upon payment in full.

7.3 SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES

Netsmart has provided a preliminary work plan for the Document Imaging Implementation – See Attachment F.

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EXHIBIT J - SOFTWARE LICENSE**

1. LICENSE GRANT

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

2. SOFTWARE AND DOCUMENTATION COPIES

Netsmart 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.

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

4. TITLE

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

5. VIRUSES

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

As a part of its internal development process, Netsmart will use reasonable efforts to test the Software for viruses. Netsmart shall also maintain a master copy of the appropriate versions of the Software, free of viruses.

6. AUDIT

Upon forty-five (45) days written notice, Netsmart may audit the State's use of the programs at Netsmart's sole expense. The State agrees to cooperate with Netsmart's audit and provide reasonable assistance and access to information. The State agrees that Netsmart shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Netsmart's audit rights are subject to applicable State and federal laws and regulations.

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7. SOFTWARE NON-INFRINGEMENT

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

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

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

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

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

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EXHIBIT K - WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 System

Netsmart warrants that the System will operate to conform to the Specifications of the Contract.

1.2 Software

Netsmart warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, the State's remedy, and Netsmart's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Netsmart cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Netsmart for the program license for the Software License acquired under this Contract Agreement (2016-032) and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient services, or (c) if Netsmart cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and pursue its remedies for breach at law or in equity and recover contract damages, which may include recovery of the fees paid to Netsmart under this Contract Agreement (2016-032) for the Deficient services.

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

1.6 Services

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

**STATE OF NEW HAMPSHIRE
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EXHIBIT K - WARRANTY AND WARRANTY SERVICES**

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

1.7 Personnel

Netsmart 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.

The warranty terms described in this Exhibit K shall extend for the duration of the contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of the contract.

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EXHIBIT L - TRAINING SERVICES**

Netsmart shall provide the following Training Services.

A. TRAINING

All courses are to be offered on-site and/or remote dependent upon the agreed upon terms. Following the classes, information shall be available to the State through the shared Netsmart portal for the duration of the project.

1. Delivery Method -Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State’s will need to succeed in their job role. The instructor will train the group of Users defined as the Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

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

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

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	Netsmart Team	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: Netsmart providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.

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EXHIBIT L - TRAINING SERVICES**

User Training Approach	Role and Responsibility	
	Netsmart Team	State of NH
Produce Training Materials and End-User Documentation (Continued)	Netsmart and the State will together Conduct Train-the-Trainers for the State’s Central Support Group through Implementation. Netsmart will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.
Evaluate Training Effectiveness	Provide evaluation tool which will be sent to attendees.	Distribute evaluation tool, review and put into place measures, which will improve training moving forward.

c. Key User Training Approach Activities

1) Identify State End Users

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

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

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

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

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

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- a. Reinforce knowledge comprehension across the State by employing a train-the-trainer approach,
- b. Train employees on what they need to know and do to perform their jobs effectively,
- c. Establish an ongoing skills development process,
- d. Offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers,
- e. Implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

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

3) Develop Training Curriculum Netsmart shall develop a recommended training curriculum for the State End Users.

4) Produce Training Materials and End-User Documentation

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

B. SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES

The Learning Plan (Training)

This event consists of Learning Plan discussions.

The Learning Plan session is included to help the State develop a solid plan to ensure end-users will be effectively trained prior to go-live. This will be critical to the success of the project as well as adoption of the solutions. The plan will include training strategies, resource requirements, any required technologies and/or logistics, timelines, goals and objectives.

The same group of State staff that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar with the system.

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Netsmart Responsibilities: Learning Plan Development	<ul style="list-style-type: none"> • Participate in Final Review & Validation event • Provide appropriate resources to attend sessions • Complete data collection assignments • Validate design and build • Signoff design decisions • Customize sample test scripts to use during system and integration testing • Customize sample training materials in preparation for end-user training • Develop Learning Plan & execute against plan for end-user training
State Responsibilities	<ul style="list-style-type: none"> • Attend Learning Plan Training sessions

C. SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES

Netsmart Responsibilities	<ul style="list-style-type: none"> • Deliver State project lead with Best Practices and Backup Recommendation Documentation prior to conclusion of implementation. • Provide up to a 4 hours Administration Training for a designated solution administrator to be completed during the implementation process (shadow). • Provide up to a 4 hour Solution Training Session for “Super Users” at a single location for up to 5 individuals, using a “Train the Trainer” approach.
State Responsibilities	<ul style="list-style-type: none"> • Attend Training Event

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CONTRACT AGREEMENT 2016-032 - PART 3
EXHIBIT M: AGENCY RFP WITH ADDENDUMS

EXHIBIT M – NOT APPLICABLE TO THIS CONTRACT

Exhibit M-Agency RFP with Addendums
Netsmart Technology, Inc.'s Initials *Jm*
Date: *9/25/16*

STATE OF NEW HAMPSHIRE
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NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT 2016-032 - PART 3
EXHIBIT N: VENDOR PROPOSAL

EXHIBIT N – NOT APPLICABLE TO THIS CONTRACT

Exhibit N-Contractor Proposal by Reference
Netsmart Technology, Inc.'s Initials *Jm*
Date: 9/25/15

**STATE OF NEW HAMPSHIRE
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CONTRACT AGREEMENT 2016-032 - PART 3
EXHIBIT O - CERTIFICATES AND ATTACHMENTS**

Attached are:

Attachment A: Contractor's Certificate of Vote/Authority

Attachment B: Contractor's Certificate of Good Standing

Attachment C: Contractor's Certificate of Insurance

Attachment D: Department of Health and Human Services Required Exhibits:

Attachment D-1: Special Provisions (Exhibit C)

Attachment D-2: Revisions to General Provisions (Exhibit C-1)

Attachment D-3: Certification Regarding Drug-Free Workplace Requirements (Exhibit D)

Attachment D-4: Certification Regarding Lobbying (Exhibit E)

Attachment D-5: Standard Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit F)

Attachment D-6: Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections (Exhibit G)

Attachment D-7: Standard Certification Regarding Environmental Tobacco Smoke (Exhibit H)

Attachment D-8: Health Insurance Portability Act Business Associate Agreement (Exhibit I)

Attachment D-9: Standard Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance (Exhibit J)

Attachment E: Netsmart Technology, Inc. Statement of Work

Attachment F: Netsmart Preliminary Work Plan (RxConnect & Document Imaging)

Exhibit O-Certificates and Attachments
Netsmart Technology, Inc.'s Initials 
Date: 9/26/15

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C – Special Provisions

Contractor Initials *Jm*

Date 9/25/15



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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9/25/15

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Jm
9/25/15



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



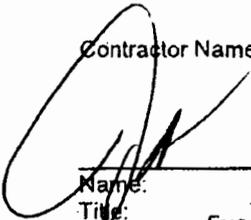
has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

9/25/15
Date

Contractor Name:

Name: Joseph McGovern
Title: Executive Vice President
Netsmart Technologies, Inc.

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

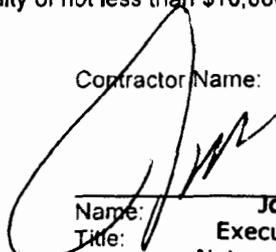
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Date 9/25/15

Contractor Name:


 Name: **Joseph McGovern**
 Title: **Executive Vice President**
Netsmart Technologies, Inc.

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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9/25/15



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

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

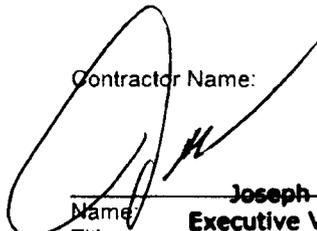
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

9/25/15
Date

Contractor Name: _____

Name: Joseph McGovern
Title: Executive Vice President
Netsmart Technologies, Inc.

Contractor Initials 
Date 9/25/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

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

6/27/14
Rev. 10/21/14

Page 1 of 2

Date

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9/25/15

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

9/25/15
Date

Contractor Name: _____
Name: _____
Title: _____

Exhibit G

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

Contractor Initials

Date 9/25/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

9/25/15
Date

Contractor Name:

Name: _____
Title: **Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.**

Contractor Initials JM
Date 9/25/15

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

Date

9/25/15



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

[Handwritten Signature]
9/25/15



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

DM



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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9/25/15



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
 The State
Steven J. Kelleher
 Signature of Authorized Representative
Steven J. Kelleher
 Name of Authorized Representative
Acting CIO.
 Title of Authorized Representative
10/7/2015
 Date

Netsmart Technologies, Inc
 Name of the Contractor
Joseph McGovern
 Signature of Authorized Representative
Joseph McGovern
 Name of Authorized Representative
Executive Vice President
Netsmart Technologies, Inc.
 Title of Authorized Representative
9/25/15
 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

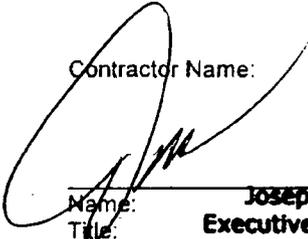
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

9/25/15
Date

Contractor Name: 

Name: Joseph McGovern
Title: Executive Vice President
Netsmart Technologies, Inc.

Contractor Initials Jm
Date 9/25/15



FORM A

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

1. The DUNS number for your entity is: 807918628
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____

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9/25/15